The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on Page xii.

VOL. LXX. Saturday, January 2, 1926. No. 13

Current Topics.

Mr. Samuel Fleming.

THE LONDON magistracy has suffered yet another loss by the death of Mr. SAMUEL FLEMING, Metropolitan Police Magistrate at Lambeth, who died at sea while on his way to South Africa on a visit to one of his daughters. Mr. FLEMING started his career as a doctor, but later he was called to the Bar, and practised at the Durham, Leeds, Sheffield, Bradford and Rotherham Sessions. During the war he served as legal adviser and Judge Advocate, Aldershot Command, and was afterwards legal adviser of the army medical department at the War Office. After being for a short time Recorder of Doncaster, Mr. FLEMING was in 1921 appointed a Metropolitan Magistrate, sitting first at Greenwich and Woolwich, before being transferred last year to Lambeth. In the short time that he was on the Bench he set an admirable example of kindly, but firm, administration of the law, and his loss will be deplored by a wide circle.

Sir Paul Vinogradoff.

THE DEATH of Sir PAUL VINOGRADOFF has removed one who had won for himself a leading place among authorities on the history of law and of social institutions. In this realm of study, his name will be remembered with the names of MAINE, SEEBOHM and MAITLAND. The subject on which he had specialised was the history of the English manorial system. The result of his researches were published in his standard book "Villeinage in England," a work in which he rendered a much appreciated service to legal historians, by drawing attention to the Germanic as distinguished from the Romanist elements in the growth of the English manor. It was in 1902 that VINOGRADOFF left his native University at Moscow to succeed Sir FREDERICK POLLOCK as Corpus Professor of Jurisprudence at Oxford. In his new sphere he rendered invaluable service to the cause of historical research, and incidentally to legal history, for he firmly believed in law as one of the chief sources from which the course of man's social evolution may be deduced. The fruits of VINOGRADOFF'S vast acquaintance with law and legal systems was not borne solely by his more advanced works, such as the volumes on Historial Jurisprudence; for his contribution to the Home University Library under the title "Common Sense in Law" remains as a brief and popular epitome of his encyclopædic learning.

The "Cat" as an Effective Punishment.

THE UNUSUAL request made recently by a prisoner to the Court of Criminal Appeal, to increase the sentence of corporal punishment (twenty strokes of the "cat"), and to reduce, in consideration therefor, the sentence of seven years' penal servitude passed upon him, only goes to show that corporal punishment, even where it is undoubtedly severe, does not always produce the effect upon the person sentenced which it is imagined to produce. But such cases must indeed be exceptional, and the effectiveness in general of the "cat" in stamping out epidemics of violent crime cannot be denied. Regard, however, must be paid to the traits of each individual criminal, and in cases where corporal punishment is borne with impunity, it would appear unwise to award an increased sentence of corporal punishment with a correspondingly reduced sentence of imprisonment. At Common Law, whipping was one of the ordinary forms of punishment, and was inflicted both on men and women. Whipping, however, as far as women were concerned, was abolished in 1820, and even as regards men, whipping in general was prohibited, except where there was statutory provision therefor. This alteration in the law was effected by the Criminal Justice Administration Act, 1914 (s. 36). At the present time, the offenders who may be sentenced to a whipping may be grouped into three divisions, viz.: adults, males under sixteen, and males between seven and fourteen. The chief instances in which adult males may be sentenced to be whipped are where they have been convicted of procuration, robbery, violent offences, soliciting or living on the earnings of prostitution (on second conviction), or again where they have been convicted of being incorrigible rogues and have been sent to quarter sessions for sentence. As regards males under sixteen, various sections of the Larceny Act, 1916, Offences Against the Person Act, 1861, and the Malicious Damage Act, 1861, make provision for such sentences. Finally, under ss. 10 and 49 of the Summary Jurisdiction Act, 1879, and ss. 102 and 128 of the Children Act, 1908, male children between the ages of seven and fourteen may be sentenced to be whipped.

The Gaming Act not Pleaded.

THE REPORT of *Yates* v. *Ladbroke & Co. Ltd.* in *The Times* of 22nd December is likely to surprise those who remember the law as laid down by a Divisional Court, consisting of DARLING and PHILLIMORE, JJ., in *Lockett* v. *Wood*, 1908, 24 T. L. R. 617. In the recent case the defendants were

well-known turf commission agents, and the issue between them and the plaintiff, which had been before the Committee of "Tattersall's" was whether the defendants had accepted the plaintiff's commission to make certain bets for him. The committee decided against the plaintiff, who, still dissatisfied, sued for the money he considered as due to him on the bets. No money had passed. The defendants' counsel, expressly waiving the statutory defence under the Gaming Act, called evidence to shew that the bets were never made and that the defendants had not agreed to accept the plaintiff's commissions as he sent them, namely by telegram. Having heard the evidence, the judge dismissed the action with costs. But, on the authority of *Lockett* v. *Wood, supra*, it would seem that he should have taken this course peremptorily directly he understood that the action was to recover money which might have been won on bets never made. In *Lockett* v. *Wood*, the point turned on the construction of bookmakers' rules, and the county court judge held that the loser should pay. In the Divisional Court, DARLING, J., said: "It appeared that the defendant wanted a judicial construction of his rules, and that was precisely what they were not going to give him. Such a transaction was absolutely void under the Gaming Acts. It was quite true they had not been pleaded, because the defendant did not think it honourable to do so. But the moment it came to their official knowledge that this was a void contract, he thought they must absolutely decline to use any process of law to give effect to it." See also *Kershaw* v. *Sievier*, 1904, 21 T.L.R. 40. Having regard to *De Mattos* v. *Benjamin*, 1894, 63 L.J., Q.B. 248, no doubt HORRIDGE, J., did right to hear evidence that the bets had not been made, and therefore that the defendants were not retaining the plaintiff's money. But on the binding authority all further evidence should have been rejected, for it could not affect the result. *Lockett* v. *Wood* is not mentioned in the report, so it does not appear whether it was in the minds of judge or counsel. Perhaps some day a nice question may arise as to how far counsel may leave a judge to look after himself and the court in matters of law, in cases where, as the late Lord CHITTY once genially put it to the counsel engaged before him "you are all in the conspiracy against me."

Income Tax and Benevolent Funds.

WITH REFERENCE to the note appearing 19th December, a correspondent calls attention to the Finance Act, 1921, s. 32 (1) (*a*). This, however, though to the good so far as it goes, applies to a superannuation fund only, and would not touch such a case as that of *Rowntree*, 1925, 1 K.B. 328, which concerned an invalidity fund for the benefit of employees "in the alleviation of distress, invalidity, misfortune, etc." It is also well known that certain large firms and companies have both pension funds and "benevolent funds," the latter being available for many purposes such as the provision of playing fields, etc. Funds so devoted are not touched by the above section. It is, of course, arguable that it is to an employer's profit that his employees should be as prosperous and contented as possible, but not all realise this, and, until they do, any tax on uncovenanted benefit is a tax on good employers which the rest escape.

Death Certificates for the Asking.

A CORONER HAS just rebuked a doctor for giving a death certificate without seeing that the subject of it was in fact dead, and enjoined him to desist from the practice. In fact the doctor's action in giving the certificate was perfectly lawful, and the practice in the profession is not uncommon. As to whether it should be so is a very different matter. Round about 1890 a miscreant called NEILL CREAM, who was ultimately hanged for murder, poisoned several women and obtained proper death certificates in respect of each of them to the effect that they died natural deaths. The public became somewhat uneasy at these revelations, and a Departmental Committee on Death Certification was set up in 1893. This Committee examined witnesses, went fully into all the questions involved, and issued a report recommending drastic changes in the law, including one to the effect that a doctor should see a dead body for himself before certifying it as such. But the report has been shelved. SEVERINO KLOSOWSKI—*alias* CHAPMAN—SEDDON, ARMSTRONG and other poisoners, have procured death certificates for their victims, and doctors have given them for persons walking about just as if no report had ever been made. As things are, we may have to wait until some Cabinet Minister is certified as dead (by some doctor who deems that, if he is not dead, he ought to be) and is not allowed legal recognition otherwise than as a corpse, before the Government frames and passes a Bill making his and all other such certificates void. Incidentally, the coroner who rebuked the doctor and enlarged upon the moral influence of coroners might well remember that the practice of "SMITH," who drowned his brides, was to operate under cover of official regularity by inquest. Thus a doctor is not the only person tricked by a murderer.

Non-existence of Source of Income in Year of Assessment.

ACCORDING TO Case III of Schedule D, tax under that Schedule is payable in respect of profits of an uncertain value and of other income described in the rules applicable to this case, and according to Rule 1 (*f*) of the rules applicable to Case III, the tax shall extend to "interest on any Exchequer Bonds issued under the authority of the Treasury during the continuance of the present war and a period of six months thereafter, and on any securities issued under the War Loan Acts 1914 to 1917, or any Act amending those Acts," in cases where such interest is paid without deduction of tax. According to Rule 2, prior to its alteration by s. 17 of the Finance Act 1922, it was provided that "the tax shall be computed in each case, on the full amount arising within the year ending on that day of the year preceding the year of assessment on which the accounts are usually made up, or on the 5th April preceding the year of assessment and shall be paid on the actual amount as aforesaid without any deduction." This latter rule, however, merely provides a method of computation, and does not render a person liable for tax received in the year of charge, unless he has a source of such income in the year of assessment. The leading authority on this point is of course *Brown* v. *National Provident Institution* (1921, 2 A.C. 222). That case decided that profits arising from transactions in such securities as Treasury Bills were taxable under Rule 1 (*b*) of the rules applicable to Case III (i.e., discounts), and that the difference between the amount paid and the amount received on such on maturity was a profit or a discount, but the House of Lords in that case at the same time decided that where no profits had been derived from transactions in the year of assessment, the taxpayer was not assessable to income tax by reason of the fact that he had made profits by such transactions in the previous year, the House of Lords being of opinion that the principle of assessment was that there must be the continued existence of the same source of profits in order to render the taxpayer chargeable. This principle was again recently applied by the Court of Appeal in *Grainger* v. *Maxwell & Others* (*Times*, 15th December, 1925). In that case interest had been received in the year ending 5th April, 1920, from Exchequer Bonds and certain securities issued under the War Loan Acts, but the Exchequer Bonds were redeemed in February, 1920, and interest thereon ceased in that month. It was accordingly held by the Court of Appeal, according to the principle in *Brown's Case* (*supra*), that there could be no liability for payment of tax in the financial year 1920-1921, in respect of the interest on the Exchequer Bonds, as the source of income had ceased before the beginning of the income tax year 1920-1921, and further that neither the receipt of interest from the War Loan securities nor the holding of those securities in the year 1920-1921 made the holder thereof liable in the circumstances to be assessed upon the interest in respect of the Exchequer Bonds.

SIR BENJAMIN LENNARD CHERRY, LL.B

Sir Benjamin L. Cherry.

IT IS but appropriate that the name of Sir BENJAMIN CHERRY should appear in our list of "Legal Celebrities," and his photograph circulated with the first number of THE SOLICITORS' JOURNAL issued after 1st January, 1926,—"the date of commencement" of the new Property Statutes. As far as the drafting of the new Acts is concerned his shoulders have borne the principal responsibility, his brain has been called upon to do the greater part of the work, and it is upon his head that their main glory must remain.

Sir BENJAMIN LENNARD CHERRY was born on the 30th of August, 1869, being the eldest son of the Reverend Benjamin Newman Cherry, late of Clipsham Rectory, Oakham, who rowed in the Cambridge eight in 1860, and who was elected President of the C.U.B.C. in 1861. He was educated at Winchester (1883-1888), and then at Trinity College, Cambridge, where he entered for the Law Tripos in 1891.

After eating dinners at the Inner Temple, he was called to the Bar by Lincoln's Inn in 1893. As a pupil, he entered successively the chambers of the late Mr. E. P. WOLSTENHOLME, Lord Justice SARGANT, Lord Justice WARRINGTON and Mr. Justice EVE. For many years he was in chambers with Sir HOWARD ELPHINSTONE, and when Mr. WOLSTENHOLME retired from practice, he took over his chambers in Stone Buildings.

Since the day he entered the late Mr. WOLSTENHOLME'S chambers as a pupil, Sir BENJAMIN CHERRY has never looked back. He rapidly acquired an extensive and lucrative practice and in 1914 he was made one of the conveyancing counsel of the High Court.

His professional work has taken him along other, though not widely, divergent ways. He has distinguished himself as the author or editor of such standard practice books as Cherry and Marigold on the Land Transfer Acts, Dart on Vendors and Purchasers (7th edition), Wolstenholme's Conveyancing and Settled Land Acts (from 7th to 11th editions), which work, just as it contains new matter, now appears under the new name, Wolstenholme and Cherry's Conveyancing Statutes, and Prideaux's Precedents in Conveyancing (four editions). He has taken a leading part as a Parliamentary draftsman. He assisted Mr. WOLSTENHOLME with the drafting, in 1898, of a bill which may be described as the germ of the conveyancing changes of 1922-5. The Married Women's Property Act, 1907 (before it was amended by Parliament), was drafted by him, and so was the Conveyancing Act, 1911. It is not often realized what a tremendous amount of drafting work was accomplished shortly before the War in the form of Lord HALDANE'S Bills, and Sir BENJAMIN CHERRY shared with Lord HALDANE (then Lord Chancellor), the late Sir PHILIP GREGORY, Sir CHARLES BRICKDALE, Sir FREDERICK LIDDELL and Major HILLS, M.P., the heavy task that the preparation of these Bills involved. After the War, when the whole subject of Real Property Reform was taken up anew, the LESLIE SCOTT Committee called in Sir BENJAMIN (then Mr.) CHERRY, to act as draftsman. Tributes have been paid on all sides to the prodigious energy and marvellous store of knowledge which he has shown whilst employed on this epoch-making task. Not only the Acts themselves had to be drafted, but a mass of new rules had to be framed or settled. Time, and the Courts, will show with what success the chief draftsman's efforts have been crowned. His services as a draftsman of the new Property Statutes, &c., were in 1922 rewarded by a knighthood.

There do not seem to be any limits to Sir BENJAMIN'S industry. This is clear to all who realize the nature, and diversity of his legal work. The stress of professional duties seem to add rather than detract from his cheerfulness of manner; and he contrives to find time for his weekly game of golf, and to maintain his reputation as a shot.

Registration of English Judgments in Irish Free State.

A POINT of considerable practical importance, but one which has been previously considered both by the English and the Irish Courts, was the subject of an interesting judgment delivered by the English Courts of Appeal in the case of *Banfield* v. *Chester*, 1925, 41 T.L.R. 563. The point in question concerned the registration of an English judgment in the Irish Free State.

It would be as well to deal briefly with the various statutory enactments bearing on these matters. Section 1 of the Judgments Extension Act, 1868, provided, *inter alia*, for the registration in England of a certificate of judgment obtained in Ireland and *vice versa*, the provision of the Act, however, being strictly limited to judgments of a certain kind, e.g., judgments "for any debt, damages or costs" (see *Re Howe Machine Co.*, 41 Ch. D. 118). There the courts referred to in the enactment had been altered, in England by the Judicature Act, 1873, and in Ireland by the Judicature (Ireland) Act, 1877. These latter statutes gave all the jurisdiction and the powers of the old courts in this respect to the High Court of Justice and the Court of Appeal, both in England and in Ireland (see s. 76 of the Judicature Act, 1875, and s. 71 of the Judicature Act (Ireland) Act, 1877).

In 1920 the Government of Ireland Act was passed, and courts were established for "Northern Ireland" and "Southern Ireland," and s. 41 (17) of that Act provided that "all enactments relating to the Supreme Court of Judicature in Ireland . . . shall apply to the Supreme Court of Judicature in Southern Ireland and to the Supreme Court of Judicature in Northern Ireland respectively . . . and as if for references to the High Court of Justice in Ireland there were substituted references to the High Court of Justice in Southern Ireland or to the High Court of Justice in Northern Ireland, as the case may be, and as if for references to the Court of Appeal in Ireland there were substituted references to the Court of Appeal in Southern Ireland or to the Court of Appeal in Northern Ireland, as the case may be."

The next statute to which reference must be made is the Irish Free State (Consequential Provisions) Act, 1922, by s. 1 (1) of which Act it was provided that the Government of Ireland Act, 1920, should cease to apply to any part of Ireland other than Northern Ireland on the 5th December, 1922. It should be noted that it was not till the following day (the 6th December, 1922) that the Constitution of the Irish Free State came into being (see Art. 83 of the Constitution, and the Proclamation of the 6th December, 1922—1922, S. R. & O., p. 478).

At this stage it is necessary to refer to Art. 73 of the Constitution, which provides that "subject to this Constitution and to the extent to which they are not inconsistent therewith, the laws in force in the Irish Free State (Saorstat Eireann) at the date of the coming into operation of this Constitution shall continue to be of full force and effect until the same, or any of them, shall have been repealed or amended by enactment of the Direachta."

It is therefore clear that the Judgments Extension Act, to which reference has been made above, is still in force in Northern Ireland, but with regard to Southern Ireland it may be said that inasmuch as the Government of Ireland Act, 1920, ceased to apply on the 5th December, 1923, the Judgments Extension Act was not a law which was in force in the Irish Free State at the date of the coming into operation of the Constitution on the 6th December, 1923, and this was the view taken by the English Court in *Wately* v. *Triumph Cycle Co. Limited*, 1924, 1 K.B. 214.

It was accordingly held in this case, by the Court of Appeal, that a plaintiff resident in Southern Ireland and suing in England was in the position of a foreigner, and as such might be ordered to give security for costs.

The Irish Courts, however, have not adopted this view of the law, and in the Irish Free State case of *Gieves Ltd.* v. *O'Conor*, 1924, 2 I.R. 182, MEREDITH, J., held that the certificate of an English judgment might be registered under the Judgments Extension Act, 1868, in the Irish Free State. In his judgment the learned judge, after referring to the decision in *Wately* v. *Triumph Cycle Co.* and the grounds on which the English Court of Appeal based its judgment, said "It may be observed that Art. 73 speaks of laws in force in the 'Irish Free State' and not in 'Southern Ireland,' but for argument's sake attention may be confined to the one point, that the whole reasoning implies that, if an unrepealed Act ceases for the moment to have any practical application owing to the temporary non-existence of that in respect of which it can be applied, it therefore ceases to be 'in force' and more particularly ceases to be 'in force' within the meaning of Art. 73 of the Constitution. Certainly this seems, generally speaking, a very strained interpretation of the words 'in force.' It seems like saying that the Sunday Closing Act would cease to be in force on a Monday, instead of simply saying that it would not apply on that day. So it does not seem unnatural to speak of an unrepealed Act as being an existing enactment, even pending the framing of an Adaptation Act required to give it any actual application. So also there does not seem to be any reason why an Act might not be made to come into operation on a particular day, even though the Act by its terms only referred to something which might not come into existence till a later day. The expression 'in force' does not seem to imply more than this. There is a distinction which is clearly recognized in the preamble to the Adaptation of Enactments Act (No. 2 of 1922) between an Act being 'in force' and having 'full force and effect,' and it was only the 'full force and effect' of the Judgments Extension Act that could temporarily by the Act of 1920 cease to be in operation on the 5th December, 1922. Art. 73 contemplated a subsequent Adaptation of Enactments Act, and both that Article and the Adaptation of Enactments Act would be stultified if existing enactments did not remain in force pending the coming into operation of the Adaptation of Enactments Act."

Notwithstanding the forceful and persuasive reasoning contained in this judgment, the English Courts refused to take any view of the matter other than that laid down in *Wately* v. *Triumph Cycle Co.* (*infra*), and in the above mentioned case of *Banfield* v. *Chester* the Court of Appeal refused to allow a certificate of judgment to be issued under the Judgments Extension Act, 1887, for registration in the Irish Free State.

But if one regards the whole position from a practical standpoint, it would appear that there is a technical change in the law. Firstly, it is submitted that there is no reason why the English Courts should refuse to register a certificate of judgment given to the Court of the Irish Free State, inasmuch as the operative part of the Judgments Extension Act, as far as England is concerned, had not been repealed by any of the above mentioned Acts.

Secondly, as regards the registration, on the other hand, of English judgments in the Irish Free State, inasmuch as the Court of the Irish Free State consider that the Judgments Extension Act is still in force in the Irish Free State, the procedure suggested by Lord Justice BANKES in *Banfield* v. *Chester*, *supra*, might be adopted, viz., that certificate of the judgment should be obtained under the provision of Ord. 61 or Ord. 67 of the Rules of the Supreme Court (England) which might subsequently be registered in the Court of the Irish Free State under the Judgments Extension Act.

Such a certificate, however, would be an ordinary certificate given under Ord. 61 or Ord. 67 and would not have any endorsement upon it as having been made under the Judgments Extension Act.

S.

The New Legislation of 1926.

The Question.

Oh! Muse of legal lore attend
And tell me, if you can,
What flutterings, wailings, cries are these
That fill the midnight span?

Above the rest I seem to hear
Expectant heirs lamenting,
The sobs of infants cold and bare,
Of second cousins weeping.

The Answer of the Muse.

When the last moment doth arrive
Of nineteen hundred and twenty-five,
New laws—How can I tell the story?
Replace the laws of England's glory.

Drawn up by culprits self-confessed,
All ancient lore therein suppressed,
The Constitution's bulwarks rent,
And all our legal treasure spent.

Old Statutes from our books erased,
Old Justice on the dunghill placed,
All lawful entities bewail,
The outlook's dark, their spirits fail.

No more shall springing uses spring,
No more shall heirs "De Donis" sing,
The laws of Cherry now replace
The ancient rule in *Shelley's Case*.

Estates of equity and law,
Must quit the homes they had before,
Equities behind a curtain bound,
Legalities must fly and perch around.

Behind the curtain doomed to stay,
Each tender equitable fay,
Till overreached and swallowed up
A legal dragon's lolli-pop.

Infants and second cousins suffer,
The former stript of legal cover,
The latter totally deprived,
While heirs lose all from blood derived.

Therefore do cries and wailings rise,
And flutterings fill the midnight skies,
Each tortured ghost bewails its fate,
New Statutes each regard with hate.

Yet through the pearly gates I see,
Dimly as in a mystery,
All faces smile, all voices claim
A better legal system's come.

It fades—and in its place is seen
A lawyer starved, of troubled mien;
His clients ruined, beg their bread,
And pour their curses on his head.

Thirdly appears a Judge of stately shape,
But from his mouth bad words escape;
He and his brother thus confess:
"We never shall clear up this mess."

Which vision represents the future?
No one may say, so don't let's venture
To hazard guesses, one, two, three,
But rather let us wait and see.

S. 1926.

Lincoln's Inn.

Landlord and Tenant Notebook.

De-control of Part of Premises.

Section 2 (1) of the Rent Restrictions Act, 1923, provides for the de-control of a dwelling-house in cases where the landlord comes into possession of the whole of the dwelling-house and the first proviso provides that "where part of a dwelling-house . . . is lawfully sublet and the part so sublet is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sublet by reason of the tenant being in or coming into possession of that part, and if the landlord is in or comes into possession of any part not so sublet, the principal Act shall cease to apply to that part, notwithstanding that a sub-tenant continues in, or retains possession of, any other part by virtue of the principal Act." This provision is apt to present difficulties, if one does not carefully bear in mind that parts of the structural unit may equally be dwelling-houses just as much as the whole structural unit itself. This is brought out very clearly in the recent judgment of a Divisional Court (consisting of Bankes and Scrutton, L.JJ.), *Dunbar* v. *Smith* (*Times*, 15th December, 1925). There a house had been let off separately since 1914 in three floors. In November, 1923, the first floor became vacant, and the immediate lessor went into possession, and after executing certain repairs, relet the floor. The question accordingly arose whether this floor had been de-controlled. The county court judge had been of opinion that the floor in question was not de-controlled, inasmuch as it was necessary for the landlord to have been in possession of the whole structural unit. The Divisional Court, however, reversed the decision of the learned county court judge, and held that the floor in question had become de-controlled, the court pointing out that the whole scheme of the Acts rested on the possibility of the structure becoming a number of dwelling-houses.

Consent Orders for Possession in Rent Restriction Cases.

There is one important practical point to which I should like to draw the reader's attention. It will be remembered that in *Rossiter* v. *Langley*, 41 T.L.R. 304, it was held that where a consent order is made and the tenant agrees to judgment for possession on a given date, the consent order in no way affects the powers given to the judge by s. 5 (2) of the Rent Act, 1920, and that accordingly the tenant is entitled, notwithstanding the consent order, to apply to the judge to exercise his discretion under s. 5 (2), and to postpone the date agreed upon for giving up possession. Recently, however, a county court judge has held, that where a consent order is made, and according to the terms thereof, the tenant agrees not to make any application whatsoever to the court for extension of time, etc., the tenant is not entitled subsequently to come and ask the court to exercise its discretion under s. 5 (2). Whether the powers of the county court judge can effectively be curtailed in this matter appears, however, to be doubtful, and it would be interesting to see what view a higher court might take of the practice in question.

Joint Tenant and s. 4 of the Law of Distress Amendment Act, 1908.

An interesting point on a landlord's right to distrain arose in *Gamage Ltd.* v. *Payne*, 160 L.T. 437. According to s. 3 (*c*) of the Law of Distress Amendment Act, 1908, if any superior landlord levies a distress on any furniture, goods or chattels of, *inter alia*, any person other than an under-tenant or lodger, "not being a tenant of the premises or of any part thereof, and having any beneficial interest in any tenancy of the premises, or of any part thereof" such person may protect his goods from distress by serving the requisite declaration on the distrainor and otherwise complying with the conditions contained in s. 1 of the above Act. But by s. 4 (1) of the same Act, the Act is not to apply "to goods belonging to the husband or wife *of the tenant whose rent is in arrear*, nor to goods comprised in any bill of sale, hire-purchase agreement, or settlement made by *such tenant* . . ." Now in the above-mentioned case, there was a joint tenancy of certain premises, and upon the rent falling in arrear, the landlord levied a distress. Among the goods distrained was a piano, let out on a hire-purchase agreement. The piano was still the property of the hirer, and at the time of the distress the hire for the piano was also in arrear. The owners of the piano contended that the case did not come within s. 4 of the above Act, inasmuch as the premises were let to two joint tenants, with one of whom only the hire-purchase agreement had been entered into, and that in order that s. 4 should apply, it was necessary that the hire-purchase agreement should have been also made jointly with both the joint tenants of the premises. The Divisional Court, however, held that since the joint tenant was tenant of the whole of the premises, he came within the meaning of the words "tenant whose rent is in arrear," appearing in s. 4 of the above Act, and that accordingly the piano was not in the circumstances privileged from distress. It is incidentally to be noted that where s. 4 applies, the goods so privileged are absolutely privileged from distress and cannot be distrained upon in any case. Where, of course, goods are merely conditionally privileged, they are only exempted from seizure, either *in toto*, or *pro tanto*, according as there are other non-privileged and distrainable chattels on the premises, which may be seized in execution of the distress. S.

A Conveyancer's Diary.

Notices.

Among the most important provisions of the new Property Statutes are the sections which relate to notices. Some of these sections reproduce earlier enactments; others replace former statutory rules and others still, introduce important and far-reaching changes.

Form.

Any notice required or authorised to be served or given under the L. P. A., 1925, must be in writing: *ib.*, s. 196 (1). Notices are required or authorised by the Act to be given in the following cases; by a mortgagee about to exercise his power of sale: s. 103; by a lessor before he can enforce a right of re-entry or forfeiture under a proviso in a lease: s. 146 (1); by a lessee to whom there is delivered a writ for the recovery of the premises which he holds under the lease: s. 145; to a trust corporation nominated for the purpose of receiving notices under s. 138 (1); by trustees when forwarding notice received by them to the nominated trust corporation: s. 138 (4); and it is expressly provided by s. 137 [which extends the Rule in *Dearle* v. *Hall* (1823), 3 Rus. 1, to competing equitable interests in land], that a notice, otherwise than in writing, given to or received by a trustee after 1925, shall not affect the privity of competing claims of purchasers of an equitable interest in real or personal property. All notices required to be served by any instrument affecting property and executed or coming into operation after 1925, must be in writing unless a contrary intention appears in such instrument: L. P. A., 1925, s. 196 (5). This is a new provision, one result of which will be to shorten documents such as debenture trust deeds and leases, for it enables the provision relating to notices hitherto usually inserted in such documents to be omitted. Section 196 of the L. P. A., 1925, applies also to the notices required to be served by the lord on the tenant when proceeding to enforce his right of forfeiture in respect of enfranchised land: L. P. A., 1922, s. 132 (4); L. P. A., 1925, s. 207 (*c*). In certain cases notices have to be given by registered letters; thus a tenant for life or statutory owner when intending to make a sale, exchange,

lease, mortgage or charge, or to grant an option, must give notice by registered letter of his intention in that behalf to each of the trustees of the settlement and to the solicitor for the trustees, if known to him: S. L. A., 1925, s. 101. This, by the way, must be done at least a month before the making of the disposition. The notice which may be given by trustees of a settlement, trustees for sale or personal representatives before proceeding to a distribution of the property is to take the form of advertisement in the "Gazette," and in a daily London newspaper, and also, if the property includes land not situated in London, in a daily or weekly newspaper circulating in the district in which the land is situated, and such other like notices, including notices elsewhere than in England and Wales, as would, in any special case, have been directed by a court of competent jurisdiction in an action for administration: T. A., 1925, s. 27 (1).

Service. Any notice required or authorised by the L. P. A., 1925, to be served is sufficiently served if (*a*) it is left at the last known place of abode or business in the United Kingdom of the person to be served, (*b*) in case of a notice to be served on a lessee or mortgagor it is affixed or left for him on the land or any building thereon, (*c*) in case of a mining lease, it is left for the lessee at the office or counting house of the mine, (*d*) it is sent by post in a registered letter addressed to the person to be served by name at his place of abode or business and is not returned by the post office undelivered.

(*To be continued.*)

LAW OF PROPERTY ACTS.
Points in Practice.

In this column questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Manager, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only, and be in triplicate.

EXECUTORS—NUMBER—SETTLED PROPERTY.

71. *Q.* X made his will in 1925, appointing Y sole executor. After divers bequests he left the residue to Y, upon trust to pay the income thereof to Z for life, and on Z's death to divide the *corpus* as therein mentioned. There is no realty. Assuming X died in 1926, and that Z survived him, will grant of probate issue to Y alone or will an additional executor have to be appointed, and if so how and by whom? If X had left realty how could this have affected the matter?

A. The sole executor can prove and act alone for all purposes *quâ* executor whether the estate includes realty or not, but *quâ* trustee for the purposes of the S.L.A., 1925, he must appoint another to act with him, see s. 30 (3) of the Act. See also *Answers to questions*, 32, p. 94 and 50, pp. 169, 170, *supra*, and *A Conveyancer's Diary*," p. 193, *supra*.

PURCHASER WITHOUT NOTICE—PUISNE MORTGAGE.

72. *Q.* What steps can be taken to protect a purchaser against the possibility of an undisclosed puisne mortgage which has not been transferred after 31st December, 1925? The puisne mortgagee will as from January, 1926, have a legal estate and the purchaser without notice will no longer take free from it. On the other hand a puisne mortgage created before 1st January, 1926, apparently cannot be registered until it is transferred, so that it seems to be a simple matter to conceal its existence from the purchaser's solicitor, especially if the prior mortgagee joins forces with the mortgagor?

A. The purchaser in such circumstances is protected by s. 2 (5) (*c*) of the L.P.A., 1925. The puisne mortgagee does of course risk that, by fraudulent conspiracy between the first mortgagee, and the mortgagor, he may lose both his security and his money, but that was the case under the law before 1926, and was one of the disadvantages of a second mortgage. In fact so far as fraud is concerned, a first mortgagee who wished to pursue a crooked course would be better advised to sell under his power and bolt with the entire proceeds instead of sharing with the mortgagor. Thus everybody but the first mortgagee must be at some risk. If a puisne mortgagee is nervous, his best course is to transfer his security, which he should be able to do, for the transferee can register under the L.C.A., 1925, s. 10 (i), Class C, and so can obtain the security the transferor lacks. But even so he must run the risk of the first mortgagee selling and appropriating the proceeds of sale.

SETTLED LAND. VESTING INSTRUMENT. DISREGARD OF STATUTE.

73. *Q.* There are many small properties where there are now no S.L.A. trustees, and which are held by tenants for life, generally under wills, a third person having the fee simple in remainder. In a very large number of such cases it is to be expected that nothing whatever will be done to carry out the directions of the S.L.A., either by executing the vesting deed or appointing trustees for the purposes of the Act. Things will simply go on as heretofore. On the death of the tenant for life what will be the position of the owner of the remainder in fee simple, having regard to s. 13 of the S.L.A., 1925?

A. The Act does not destroy the legal estate vested in trustees or in the tenant for life on 31st December, 1925, for para. 1 (2) of the 2nd Sched. is framed on the footing that it continues until the vesting deed is executed. If on the death of the tenant for life, the remainderman takes absolutely and free from the settlement, s. 7 (5) of the Act applies, and the trustees or the personal representatives of the late tenant for life, according as the legal estate was vested, have a duty to convey the land to the new owner. Since he is not a tenant for life, s. 13 does not apply. But whether if he tried to sell he could force a title on a purchaser without a vesting deed having been executed as required in the 2nd Sched. to the Act, is perhaps an open question. Probably para. 1 (7), combined with s. 7 (5), would give him a good title, though even then it would be open to the purchaser to object to the absence of a deed of discharge under s. 17. Thus it seems obvious that the money spent on executing a vesting deed will be wisely spent, even if the tenant for life does not intend to deal with the land. And there is good authority for saying that if a thing is to be done, it is desirable to do it without undue delay.

OPEN SPACES.

74. *Q.* The 1st Sched. Pt. V, para. 2 of the L.P.A., 1925, vests in the Public Trustee an open space of land held in undivided shares, where each owner has rights of user, etc. Is there any statutory definition of an open space? Would the provision apply to the back-yards of dwelling-houses?

A. "Open space" is defined in s. 20 of the Open Spaces Act, 1906, and see also the Town Planning Act, 1925, 3rd Sched. Pt. II 3 (4). These Acts are, however, concerned with public objects, and the definitions would not necessarily apply to the L.P.A., 1925. Indeed, unless incorporated, they would be presumed not to apply to other Acts. *Prima facie*, a back-yard is a "close" or closed space, and so is any inclosure, see *Tapsell* v. *Crosskey*, 1841, 7 M. & W. 441. However, a space may be closed to the public and open to its owners or their lessees or licensees, like the garden of an urban square. These may be doubtful cases in which the words will need judicial classification, but obviously the back-yards and curtilages of ordinary dwelling-houses are not within the intended operation of the words.

BANKRUPTCY. SALE BY TRUSTEE IN. DEED OF ARRANGEMENT. SALE BY TRUSTEE OF.

75. *Q.* Do the provisions of the L.P.A., 1925, s. 27 (2), requiring the proceeds of sale to be paid to not less than two trustees apply:

(*a*) to a sale by a trustee under a deed of arrangement within the Deeds of Arrangement Act?

(*b*) to a sale by a trustee in bankruptcy?

A. See also Trustee Act, s. 14 (2) (*a*). A trustee in bankruptcy does not hold under a disposition on trust for sale, but has a power of sale, see Bankruptcy Act, 1914, s. 55 (1) and his own statutory power to give receipts, see s. 55 (2). The trustee under a deed of arrangement may have either a power of or trust for sale according to its tenure. If he has a trust for sale he must have a co-trustee to give a receipt.

UNDIVIDED SHARES IN LAND.

76. *Q.* B is tenant for life in possession of one undivided moiety of an estate under a will of which there are S.L.A. trustees. B is also the owner in fee simple of the other undivided moiety of the same estate. Is this estate held in undivided shares within the meaning of para. 1 of Pt. IV of the 1st Sched. to the L.P.A., 1925? What happens as regards this estate on the Act coming into operation?

A. For the purposes of the S.L.A., 1882 an undivided share of land was included, see s. 2 (10) (i), but the definition of "land" in the S.L.A., 1925, excludes an undivided share, see s. 117 (1) (ix), as does the definition in the L.P.A., 1925, s. 205 (1) (ix). Thus the owners of moieties cannot as such hold legal estates in land, and para. 1 of Pt. IV of the 1st Sched. to the L.P.A., 1925, applies accordingly. If the legal estate is vested in the trustees, para. 1 (i) applies; if not, para. 1 (4), para. 1 (3) being excluded because the entirety is not settled. B's proper course in the latter case, if he wishes to avoid the expense of the Public Trustee, will be to appoint trustees under (4) (iii), and, unless objection exists otherwise, probably the appointment of the present S.L.A. trustees or of himself and such trustees will be the most convenient course.

LEASE OVER THREE YEARS—NOT UNDER SEAL—PRE-1926.

77. *Q.* R, a freeholder, agreed to grant in 1924 to A, the occupier a lease for seven years of two shops. The document was written out by R without legal advice and purported to be a lease, but in fact it was not executed by either R or A, under seal, although the attestation clause stated that the document was signed, sealed and delivered. A has now agreed to sub-let one of the shops to B, for the whole of his term, less the last day, and this underlease has been executed, and B has possession of the shop. As the lease from R to A was not done by deed, it is void at law under s. 3 of the Real Property Act, 1845. It is, of course, now good in equity under the *Walsh* v. *Lonsdale* doctrine as an agreement to grant a lease. On the 1st January, 1926, the lease will not, apparently, be a legal estate, and the legal estate will not be vested in A under the Act, because the Act does not complete contracts. A is in occupation of one shop, but not of the other, which is occupied by B. It would seem therefore, that R can give a good title to the shop occupied by B, ignoring the lease to A, but that he would be bound by the underlease to B because B is in actual occupation of the shop. I shall be glad to hear whether you agree?

A. The position of a lessee under the L.P.A., 1925, holding under a lease for seven years, under hand only is discussed p. 9, *supra*, where the questioner will see that the conclusion drawn is that A's position is secure. For this conclusion reference was made to L.P.A., 1925, 1st Sched., paras. 3, 6 (*d*), and 7 (*e*). The questioner may, however, refer to 7 (*j*), and point out that by virtue of the definition in s. 205 (1) (xxi), a lessee is a "purchaser," although he may have been in possession for years. This is no doubt arguable, but a judge would certainly prefer to apply 7 (*e*) to 7 (*j*) to such a lessee, unless driven otherwise, and, it may confidently be submitted, would take judicial notice of the fact that lessees within the doctrine of *Walsh* v. *Lonsdale*, are in fact persons entitled to leasehold interests for all purposes, and in practice do not require or request a formal lease under seal. Assuming, however, for the purposes of argument that para. 7 (*j*) applies, the lessor is still bound to give effect to A's equity, see. s. 3 (1) (*c*), and so would a purchaser from him, because A would be in possession and the purchaser would therefore have notice of his interest under the "estate contract," see s. 2 (5) (*d*) of the L.P.A., 1925. For this purpose B's possession is of course A's possession. Thus, upon neither view will the Act operate to dispossess a lessee in such circumstances, which is perhaps only to say that it will not cause injustice.

SETTLED LAND.

78. *Q.* Solicitors acting for A.B., a tenant for life under four trusts, namely: (1) Under the will of R.D., the present trustees whereof are X.Y. and Y.Z. (2) Her marriage settlement, of which X.Y. and Y.Z. are also trustees. (3) The will of E.L., of which A.B. and X.Y. are trustees; and (4) The will of J.D., of which A.B. is the sole surviving trustee and also for the above trustees, are asked to advise all parties on their positions under the new Property Acts. What advice should they give with regard to vesting deeds, and especially with regard to the appointment of new trustees under the wills of E.L. and J.D.? In all cases real estate forms part of the trust property.

A. Existing settlements are dealt with in the 2nd Sched. of the Settled Land Act, 1925. It is not stated above whether the estates of the respective testators are cleared and assent given to the devises under which A.B. takes as tenant for life. So far as any property is held by executors as such, para. 2 of the schedule applies. If the trustees of the will hold as such, para. 2 does not apply. It does not appear from the above question whether the trustees are trustees for the purposes of the former Settled Land Acts of the wills and settlement. If so, they are trustees for the purpose of the Settled Land Act, 1925, see s. 30 (1) (i) to (iv); if not, the legal personal representatives of the respective testators are trustees for the purposes of the Act, with the obligation, if there is only one, as in the case of J.D.'s will, to appoint a co-trustee: see s. 30 (3). In respect of the marriage settlement, if there are no trustees for the purposes of the old Acts and the power conferred by s. 30 (1) (v) cannot be exercised, the court must appoint: see 2nd Sched., para. 1 (3). The trustees for the purposes of the Act, as and when constituted, must execute a principal vesting deed under para. 1 (2) before any land can be sold: see s. 13.

[It is assumed for the purposes of this answer that no land is comprised in more than one of the above documents.]

HUSBAND AND WIFE—JOINT PURCHASE—IN WIFE'S NAME.

79. *Q.* A husband and wife jointly contributed the money to purchase a house, which was taken in the wife's name. Is this transaction affected by the new legislation, or can the wife sell without any more formalities than at present?

A. The new legislation does not abolish the legal presumption that in such circumstances the husband intends to give the wife a present of his contribution. If that presumption corresponds with the facts and her interest is not restrained, she can sell like any other owner. If, on the other hand, the transaction was before 1926, and it was arranged between the couple that the husband should take a joint interest in equity, the wife, by virtue of the L.P. ., 1st Sched., Pt. IV, para. 1 (1), would hold on trust for sale, but to give a receipt would have to appoint a co-trustee: see Trustee Act, 1925, s. 14 (2) (*a*). Part II of the 1st Sched., para. 3, does not apply here: see para. 7 (*f*). If by arrangement there was a joint interest created after 1926 but the property was placed in the wife's name, she could sell but

would be bound to give effect to her husband's equity: see s. 3 (a) (c) of the L.PA. See generally also s. 170, *ibid.*

80. *Q.* Is a purchaser bound to enquire who put up the money if a married woman is the vendor?

A. Under the new legislation a married woman is in the same position as any other person *sui juris*, unless her estate is subject to restraint on anticipation, when she has the powers of a tenant for life: see S.L.A., 1925, s. 20 (1) (x), or unless she was married before 1st January, 1882, and the property accrued to her before that date, and was not settled to her separate use. In the latter case the husband must concur, but the wife need not acknowledge: see L.P.A., s. 167 (1). If the title disclosed is absolute the purchaser is therefore not only not bound to enquire, but may not do so under the rule of *Ford* v. *Hill*, 1879, 10 C.D. 365.

Undivided Shares.

81. *Q.* Four persons own a house as tenants in common. If one of the four desires to realise his share, what is the procedure to enable him to do so?

A. The four persons hold on trust for sale, if their interests arose before 1926, under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), or if after 1925, under s. 34 (2) and in each case under s. 35. There is a power to postpone sale under s. 25, and if the co-owners wish to postpone sale the one who desires an immediate sale may have to invoke the assistance of the court.

Searches in Bankruptcy.

82. *Q.* With regard to ss. 3, 6 (1) and 7 of the L.C.A., it seems to us that, where one is purchasing from a vendor who acquired the property before the 1st January, 1926, one must search in bankruptcy as now, except that the search need not be carried beyond the bankruptcy records existing on the 31st December, 1925. If we are right in this view, it would seem that the statement that bankruptcy searches must disappear is much too wide. Will you kindly say whether we are right or wrong?

A. Yes, the policy of the Act is to save vested interests, which include those of a pre-1926 bankrupt's creditors. In respect of tenants for life, it must be noted that a post-1925 assignment by operation of the law of bankruptcy is not an assignment for value within s. 104 of the S.L.A.: see s-s. (10). In course of time, however, bankruptcy searches as such must disappear. See also s. 19 (2) of the L.C.A., 1925.

Copyholds—Minerals.

83. *Q.* Will the mines and minerals after 1st January next remain vested in the lord, or, if not, how will the compensation for the minerals be ascertained? If no compensation agreement is entered into within ten years from 1st January next, what will be the position of the lord and tenant in reference to the minerals?

A. The enfranchisement does not affect rights to minerals: see L.P.A., 1922, 12th Sched., para. 5. Further, the old stalemate between lord and copyholder where the custom of the manor did not permit the former to enter to win the minerals was abolished recently by the Mines (Working Facilities and Support) Act, 1923: see ss. 1 (1) (*a*) and 4, which gave power to work on equitable terms and rendered further legislation unnecessary.

Undivided Shares.

84. *Q.* What exactly does "undivided share" mean in the L.P.A., 1925? Does it cover joint tenancy, or does it only refer to tenancy in common? In "A Conveyancer's Diary" of 7th November "undivided share" seems to refer to tenancy in common only. In your answer to question 20 (*b*) on 31st October, a problem as to joint tenants, reference is made to Sched. I, Pt. IV, which seems to refer only to undivided shares, as if this included joint tenancy?

A. Prima facie, land held in undivided shares includes land held in joint tenancy, tenancy in common (for a case in which the phrase "undivided shares" was applied to both such tenancies, see *Tufnell* v. *Borrell*, 1875, L.R. 20 Eq. 194), tenancy by entireties, and co-parcenary. But the reference in the heading of Pt. IV of the 1st Sched. to the L.P.A., 1925, must exclude tenancy by entireties, which is dealt with in Pt. VI, and, thereby becoming a joint tenancy, passes to Pt. IV.

Charge by way of Legal Mortgage.

85. *Q.* Would a charge by way of legal mortgage operate as an assignment of leasehold property so as to cause a forfeiture of the lease, if the lease provided that the property should not be "assigned" without the consent of the lessor, such consent not being obtained?

A. The usual mortgage of leaseholds by sub-demise is not an "assignment" of the lease within a covenant not to assign, but it would be a breach of a covenant not to assign or underlet, see *Serjeant* v. *Nash, Field & Co.*, 1903, 2 K.B. 304, at p. 310. Section 87 of the L.P.A., 1925, seems framed to give a mortgagee of leaseholds all the advantages of a sub-term without the disaster of breach of covenant by the creation of a sub-term without consent where there is such a covenant, thus giving the lessor power of entry. Perhaps some lessor may take the point into court, but it will not be a hopeful proposition for him. Lessors who wish to forbid mortgages of their leases must in future aim directly at s. 87. See further "Wolstenholme," Vol. I, p. 387.

The New Property Acts.

In order to meet the requirements of the new Property Acts, and at the same time to effect a further reduction of fees, a new Fees Order, regulating the charges of the Public Trustee, will come into force on 1st January, 1926. The principal alterations effected by the new Order are as follows:—

(*a*) A reduction has been made in the capital fees on acceptance, payable in respect of executorships and all classes of ordinary trusts. This is the second reduction since 1920, making a total average reduction of about 40 per cent.

(*b*) Special provisions have been made for "settled land" within the meaning of the Settled Land Act, 1925, i.e., land which is settled but not upon express or implied trust for sale. The tenant for life of "settled land" will henceforth be virtually in the position of an absolute owner except that he will not be able to handle or retain capital moneys. The duties of a trustee in respect of "settled land" will therefore be more or less nominal, and it is the intention of the Public Trustee in such cases, where the circumstances permit, to charge only nominal fees in respect of acceptance, withdrawal and income collection. Capital moneys accompanying "settled land" will however be charged with the ordinary scale fees. Land settled upon trust for sale, express or implied, will also be charged with the ordinary scale fees, since in respect of such land the trustees will normally have full duties and responsibilities of management.

(*c*) Property held by an executor or administrator for an infant, which may henceforth be transferred to the Public Trustee (or other proper trustees) in lieu of being paid into Court, will only attract acceptance and withdrawal fees at specially reduced rates, viz., one-half of the rates applicable to new settlements.

(*d*) Where the Public Trustee is requested under the new Law of Property Act to assume trusteeship over the entirety of land held in undivided shares, the fees will be the same as those payable in respect of ordinary trusts transferred to the Public Trustee, but the capital fee on acceptance will be remitted in respect of any land which is sold within one year and of which the proceeds of sale are absolutely distributable.

(*e*) In respect of certain special trusts which may be created or come into operation under the new Acts, e.g., trusts created by estate owners for the purpose of making a clean title to land under s. 2 (2) of the Law of Property Act, 1925, or s. 21 of the Settled Land Act, 1925, and trusts of open spaces held in undivided shares, the Public Trustee will only charge such fees as may be reasonable in each case. It is quite impossible to forecast the nature or extent of the duties under these classes of trust.

Pamphlets containing full information as to the new fees, and generally as to the Public Trustee's powers and duties, may be obtained on application, either personally or in writing, to the Public Trustee, Kingsway, London, W.C.2, or to the Deputy Public Trustee, Albert Square, Manchester.

The Law Society.

LAW OF PROPERTY ACTS LECTURE

(Sixth of the Series),

BY SIR BENJAMIN CHERRY, LL.B.,

ON WEDNESDAY, 9TH DECEMBER, 1925.

[*Verbatim Report.*]

QUESTIONS AFTER LECTURE No. 6.

(*Continued from p.* 242).

By Mr. H. P. GODDARD.

43. *Q.* In a present sale by a tenant for life under the Settled Land Acts, the completion was fixed for the 15th December, instant. The vendor's solicitors now say the vendor tenant for life is abroad and cannot personally execute the assurance this year and suggest execution by an attorney under whose power to twelve months have expired. Could the assurance be in present form conveyance executed by the attorney and be re-executed personally by the vendor when he returns to England early next year? The purchaser would be willing to follow this course if the re-execution by the vendor in person next year could be regarded as valid having regard to the effect of new legislation?

A. If it can be proved that all the terms of the sale have been fixed by the tenant for life, so that the execution of the conveyance by the attorney is a purely ministerial act, that conveyance will be valid with or without confirmation. Otherwise completion must be postponed till a proper vesting deed has been executed on or after 1st January, 1926.

By Mr. R. GWYNNE.

44. *Q.* Must the receipt endorsed on a mortgage under Law of Property Act, 1925, s. 115, be under seal or merely under hand? The form in the Third Schedule seems to imply under hand only, whereas some of the sub-sections refer to a receipt being "executed"?

A. I have advised that, save in the case of unincorporated building societies, it should be taken under seal. Where it makes no difference to the stamp duty it is better to use a seal. An agreement is "executed" by signing only.

By Mr. G. JOHNSON.

45. *Q.* A husband and wife on the 31st December, 1925, own the legal estate in fee simple in property beneficially as joint tenants. In 1926, they wish to give the property to their son. In what capacity should they convey the legal estate, and should the deed of gift be expressed to pass their equitable interests? A voluntary conveyance in exercise of a trust for sale seems anomalous?

A. Trustees for sale must convey in accordance with the direction of the beneficial owners and none the less because the trustees and beneficial owners are the same persons.

By Messrs. STONES, MORRIS & STONE.

46. *Q.* A died in 1918 leaving a will appointing W, X, Y and Z, executors and trustees thereof. In 1919 W, X, Y, and Z, having wound up the estate, presumably lost their character of personal representatives, and assumed their character of Trustees of the Will. No written assent was made. In January, 1920 W died. In December, 1922 X was removed from the trusts of the will by an order of the Chancery Division. The tenant for life desires to sell certain real property early next year. There are no trustees for the purposes of the Settled Land Acts, 1882—1890. Is s. 30 (3) of the Settled Land Act 1925, retrospective to the extent of making personal representatives whose functions as such have ceased trustees for the purposes of the Act?

A. No. Ex hypothesi there are, no personal representatives or other Settled Land Act trustees within s. 30, hence an application must be made under s. 34.

By Mr. T. D. COX.

47. *Q.* In view of the general rule that a purchaser cannot call for production or abstracts of appointments of New Trustees made after 1925, what can he accept as sufficient evidence that the Trustees for the time being of a settlement are the Trustees or their successors "appearing to be duly appointed," within the meaning of s. 110 (2) (*b*) of the Settled Land Act, 1925. Is the production of the vesting instrument in the case of original trustees, and, in the case of their successors, the vesting instrument duly indorsed with notice of the appointment of the trustees in question coupled with the deed declaring them to be duly appointed, *conclusive* evidence of their due appointment except (1) in the case of patent errors appearing in these documents and (2) in the cases mentioned in the proviso to s-s. (2) of this section?

A. Yes, in favour of a purchaser, that evidence is conclusive, subject to the exceptions stated.

48. *Q.* It has been suggested that the effect of s. 79 of the Law of Property Act, 1925, is to impose upon the assign of a legal estate of fee simple the burden of performing an affirmative covenant notwithstanding that such assign may have had the legal estate conveyed to him without any covenant on his part in the conveyance to perform such affirmative covenant. Is this so?

A. No.

49. *Q.* If not, what is the meaning of the words, "on behalf of, etc." used in the first paragraph of s-s. (1) and of the whole of the second paragraph of this sub-section?

A. The covenant operates in the same way as if the covenantor had used the words quoted. Thus the covenantor's estate and effects become liable if the assign does not comply with the covenant, hence the grantor will take an indemnity from the assign when he disposes of the land in accordance with the existing practice. The second paragraph removes the difficulty disclosed in the first and second resolutions in Spencer's Case. The net result of the section is that it will no longer be necessary in any case to covenant expressly on behalf of assigns.

By Messrs. ROSS & SON.

50. *Q.* B purchases an estate, and, not wishing to appear in the conveyance, it was conveyed to A, who gave a letter to B, stating that he held the estate as trustee for B. We presume that on the 1st of January, 1926 this letter will have to be disclosed in order to show that the property is vested under the Act in B. This is a case of a bare trustee—the person to whom the estate was conveyed having no interest in it?

A. If before 1926, B in writing directs A to endorse a memorandum on the conveyance, stating that A holds the land on trust for sale and holds the net proceeds on trust to give effect to the declaration of trust in the first letter, and A signs this memorandum, the legal estate will not be divested, nor need the first letter be disclosed. Otherwise the trust must be disclosed as suggested.

51. *Q.* In another case an estate purchased by A and B as tenants in common, was conveyed to A, who gave a letter to B, stating that he held half the estate as trustee for B. As this is not a case of a bare trustee, will this letter also form part of the title, there being a secret trust in favour of B?

A. A holds the land as a trustee for tenants in common. After 1926 A will hold on trust for sale, but must appoint another trustee to act with him as a sole trustee for sale cannot give a valid receipt. A purchaser from A without notice of the trust would get a good title.

52. *Q.* In a third case a large syndicate purchased an estate which was conveyed to four of their number as beneficial joint tenants, and a declaration of trust was executed by a separate deed constituting them trustees for the members of the syndicate. There have been numerous dealings with the equitable shares, and the title itself has documents which show that trusts exist which, under the law at present prevailing, do not concern a purchaser. If the trust deed and

the dealings with the shares have to be disclosed this curious result appears to follow, namely: that a purchaser is burdened with information of the equitable title, but is still left to take a conveyance from the four joint tenants under the new statutory powers. Can this result be avoided by the joint tenants executing a deed declaring that they hold the estate upon trust for sale "the proceeds to be held by them upon such trusts as the same are now liable to"? The object of stating it in this form being to keep secret the persons beneficially entitled to the estate?

A. The four trustees hold on trust for sale, under the Act, for the beneficiaries are tenants in common. It will be expedient to endorse a memorandum on the conveyance that the grantees hold on trust for sale, and that the trusts of the proceeds are declared by the separate declaration of trust. This does not bring the declaration of trust on to the title to the land. It is immaterial to a purchaser that the tenants in common have created derivative interests.

By Mr. H. S. Chatterton.

53. *Q.* Are the powers of a personal representative curtailed by the new Acts which come into force on the 1st January, 1926?

A. No, they are extended.

54. *Q.* At present a personal representative can dispose of freeholds and receive the purchase money. After the 1st January, 1926, can a single executor sell and receive the purchase money where there is no power of sale contained in the will, or must he appoint two trustees to receive the purchase money?

A. Yes. Please distinguish between personal representatives and trustees for sale, in the latter case receipts by two individuals are required. The Probate Division may appoint an additional personal representative where a life interest or minority occurs, but till the appointment is made a sole executor can act.

By Sir Thomas Bramsdon.

55. *Q.* Where husband and wife are joint tenants and accordingly become trustees for sale, and one dies leaving the other the absolute owner; or, where two trustees for sale hold the net proceeds in trust for themselves equally, and one dies bequeathing his share to the survivor, can the survivor in each case deal with the entire property as absolute owner, or must a new trustee for sale be appointed?

A. There is no distinction in principle between the two cases. I have only suggested in my former replies that, where it is expedient to keep the trusts of the proceeds of sale off the title, this can be done by appointing a new trustee. Where this is not done the survivor can deal with the property as he thinks fit by disclosing his equitable title.

By Messrs. Hatchett, Jones & Co.

56. *Q.* A dies intestate in 1918, seised in fee of freeholds, leaving B and C his heirs-at-law according to the custom of gavelkind, and letters of administration to his estate are granted to D. D, having no active duties to perform with regard to the property, then erroneously gives a document in writing purporting to "Assent to the devolution of the real estate of A to B and C," instead of executing the required conveyance. B and C then sell part of the real estate to E and purport to convey for valuable consideration. D, having died, the legal estate in the freehold so sold is outstanding in D's executors (if she has any). The Law of Property Act, 1925, comes into force. Is the apparently bare outstanding legal estate automatically got in by the Act of 1925, and vested in E? If not, the estate will according to the Act, vest in D's executors upon trust for sale, etc., and E will have no title to the property at all?

A. The legal estate vests in E under Law of Property Act, 1925, 1st Sched., Pt. II, para. 3. The exception in para. 7 (*j*) is not applicable.

By Messrs. Sayle, Carter & Co.

As to s. 65 of the Land Registration Act.

57. *Q.* In the past, chargees and mortgagees have always liked to hold the Land Certificate. What is the advantage of requiring that the Land Certificate shall in future be deposited at the Registry during the continuance of a legal charge or legal mortgage?

A. Because it has blocked dealings with the equity of redemption. In some cases the mortgagees have lost the Land Certificate.

As to proviso (a) of s. 110 (1) of the Land Registration Act.

58. *Q.* In the past it has been the practice in all cases for a vendor to furnish to a purchaser an abstract or a copy of the entries on the register and the tracings of plans free of expense to the purchaser, and this is generally quite a simple thing for the vendor's solicitor to do, as he merely has to furnish a copy of the Land Certificate, which is usually in the possession of his client. What is the reason for the change in practice made by proviso (*a*) as regards transactions where the purchase money does not exceed £1,000?

A. To avoid unnecessary costs in small cases. The Scott Committee considered that in these cases it would be sufficient for the purchaser to inspect the register.

As to the events in which dower can arise after 1925.

59. *Q.* In spite of the abolition of dower in the case of persons dying after 1925, cannot dower arise after 1925 in respect of an interest which: (1) is entailed and passes on an intestacy (see s. 130 (4) of Law of Property Act, 1925), or (2) passes to an heir after 1925 under s. 131 of the Law of Property Act, 1925, or (3) passes on the death intestate after 1925 of a lunatic who has not recovered his sanity (s. 51 (2) of the Ad. of E. Act, 1925); (4) (*a*) Section 45 (2) of the Ad. of E. Act, 1925, appears to save the right to dower arising after 1925 in the case of entailed interests; (*b*) the reference to the Inheritance Act, 1833, in the 9th Sched. of the Law of Property Act, 1925, appears to show an intention that the right to dower shall be saved in all three of the above-mentioned cases; (5) It seems to be clear that the interest of a tenant by the curtesy is preserved in all three of the above-mentioned cases?

A. See 1st Inst. ss. 36, 53 Co. Litt., 40A; (1) We have not saved dower in s. 130 (4) and as the Dower Act is repealed and entailed interests can only take effect in equity, no dower can attach to an entailed interest after 1925. If the dower attached to an entailed interest before 1926, I think it would remain good in equity (Inter. Act, 1889, s. 38), save as to enfranchised land: L. P. A., 1922, 12th Sched. (i) (D); (2) I do not see how dower could attach under s. 131; (3) But it would attach under s. 51 (2) in the case of a fee simple; but not in the case of an entailed interest: *ib.* s. 3 (3); (4) (*a*) Not unless the dower has attached before 1926, see Answer to (1); (*b*) No, the Inheritance Act of 1833 does not relate to dower; (5) (*a*) We have saved the estate of a tenant by the curtesy in Law of Property Act, 1925, s. 130 (4) relating to entailed interests; (*b*) I do not see how a tenant by the curtesy could take by purchase under s. 131, he is not an "heir"; (*c*) I agree the husband of a lunatic is intended to take by the curtesy under s. 51 (2) of the Ad. of E. Act, 1925; (*d*) We have repealed the Dower Act by Pt. I of the 2nd Sched. to the Ad. of E. Act, 1925 as regards deaths after 1925, but this does not affect s. 51 (2) which has effect notwithstanding any repeal.

As to whether doweress will be able to exercise the powers of a tenant for life.

60. *Q.* If dower is assigned by metes and bounds can the doweress exercise the powers of a tenant for life under the Settled Land Act, 1925, over the land which is subject to the dower so assigned, either by virtue of s. 1 (3) of the Settled

Land Act, 1925, or under any other provision of the New Statutes (*a*) in the event of the heir being an infant or (*b*) in the case of the heir being of age?

A. Yes, under s. 19, as she would have done under the old law. Section 1 (3) says what the settlement is to be if dower has been assigned. The question whether the heir is or is not of age is not material if dower has been assigned.

Transcript of the Shorthand Notes of The Solicitors' Law Stationery Society, Limited, 104-7, Fetter Lane, E.C.4.)

Solicitors' Managing Clerks' Association.

LAW OF PROPERTY ACTS LECTURE

(Tenth of the Series)

BY MR. A. F. TOPHAM, K.C.

ON WEDNESDAY, 16TH DECEMBER, 1925.

(Verbatim Report.)

(Continued from p. 245.)

Then there is another set of provisions which are directed towards the encouragement of registrations of absolute title. As I have said, it is recognized that a possessory title, as long as it remains merely a possessory title, is of very little practical use. As you know, the only compulsion is that you should register a possessory title—at least, it was so when the Act was first passed—as an absolute title, with the result, there being a good deal of opposition to the Act, that very few titles were registered as absolute and the Act was somewhat in danger of failing. To get over that difficulty some new rules were made in 1908, under which anybody applying for registration had to bring in all the documents, including opinions of counsel and anything of that kind, and then the registrar might say: "Although you have asked for a possessory title, I am prepared to give you an absolute title." But the framers of the rules apparently did not feel that they could make you take an absolute title if you did not want it—and that you might be a sort of conscientious objector and might disapprove of an absolute title and would not have one. I believe a large number of die-hards refused to have them, although there was no extra fee beyond what they would have to pay for getting a possessory title. However, that last ditch has been filled up, and in future the Registrar will be entitled to register the title as absolute if he thinks the title is sufficient for that purpose, without the consent of the applicant. In the same way in the case of leaseholds, the registrar can register a good leasehold title without the consent of the applicant. He cannot, in the case of leaseholds, of course, register the title as absolute without the freehold title being proved.

Another way in which absolute titles are encouraged here, giving effect to the recommendation of the commissioners, is this, that after a person has been registered with a possessory title for a certain period, or in certain circumstances, it may be turned into an absolute title. First of all, the registrar may at any time and without anybody's consent, if he is satisfied with the title, register a possessory title as absolute. Here, again, if he does it without the consent of the applicant he cannot charge a fee. Again, in the case of a transfer, where a person with a possessory title is transferring the land; the registrar may, if he is content with the title, enter the transferor with an absolute title without his consent, but again with no further fee than if it had been a possessory title; and every applicant for a transfer is bound, if called upon to produce all the documents in his power in the same way as a person who is applying for a possessory title. Those provisions now go into the Act where before they only appeared in the Rules.

Again, if land has been registered as freehold for fifteen years with a possessory title, the registrar must—the Act says he shall—if satisfied that the proprietor is in possession and after giving certain notices, and so on, enter the title as an absolute title if freehold, and in the case of leaseholds after ten years he must enter it as a good leasehold title; but where the title was registered as possessory before the 1st January, 1909—that is, before those new rules came into force which enabled him to investigate each title—then he may postpone the registration of an absolute title for the purpose of investigation if he likes. Again, a good leasehold title may after ten years be registered as absolute, but possibly the registrar may demand a further fee in that case to cover the extra risk. If any adverse claims have been notified against the land the registrar may postpone the absolute title until such claims are disposed of. That all seems rather drastic, that fifteen years, without anything more, should turn a possessory title into an absolute title, and ten years in the case of leaseholds. But the insurance fund under the Act is going to stand the loss, if any, and any persons who are injured by the registration of one of these possessory titles as an absolute title will be indemnified under the Act. That aspect of the Act is perhaps a little bit lost sight of. When you are registering a title under the Act there is a system of State insurance of titles. That was from the very start of the Act the idea, that the registrar should not take unnecessary objections, but should be prepared to take a certain amount of risk. He should take what appeared to be good holding titles, though the title might in itself be defective. That is re-enacted in the new Act by s. 13, which says: "If the registrar is of opinion that the title is open to objection but is nevertheless a title, the holding under which will not be disturbed, he may approve the title." I understand the registrar is getting more and more bold in the titles he is accepting, so much so, that I have heard the registry described as the home for bad titles. There is a very good reason for it. There is an insurance fund which has been gradually accumulating for a good many years, and it has reached very ample proportions, and there have been no successful claims on the fund at all so far. It is a very unfortunate thing that the only claim which was made, as far as one can tell by reported cases, arose where there was a forged transfer, and, although the registrar, I understand, would very much have liked to pay that claim (because, like all good insurance offices, he wanted to get an advertisement and be in a position to show people that he was not taking unnecessary objections), the Treasury appealed, and appealed successfully, and the only man who apparently ever claimed against the fund failed in his claim. That has been put right under the new Act by the provisions for indemnifying persons who are damnified by any mistakes either in the register or by reason of rectification of the register or by loss of title deeds, and so on, or loss of documents by the registrar, or mistakes in official searches, and all those persons are to be indemnified, including persons who have suffered loss by reason of forged documents. So that if a similar case occurred in future that person would be able to get his compensation.

I am afraid I have only dealt with a portion of the very important changes in this Administration Act, but I hope to have an opportunity next year after the Acts have come into force to say rather more about it.

The CHAIRMAN: Gentlemen, Mr. Topham has brought this course of lectures to a close, and I am quite sure that you would not thank me for allowing you to depart without giving you an opportunity of properly thanking Mr. Topham for the very able and lucid way in which he has expounded these Acts to us. (Applause.) I think that rather puts a stop to anything I need say more. (Laughter.) The attendance here regularly night after night of so many men on so dry a subject as this has been is sufficient compliment to Mr. Topham without any words of mine to amplify it. It is a very dry

subject, but owing to the extremely able manner in which Mr. Topham has dealt with it, we have now and then managed to get a spark of humour out of it. We hope in the new year, when Mr. Topham will be dealing in his fresh course with points arising in every-day practice, that we shall have a similar amount of amusement. This meeting is composed mainly of members of the Association, and on their behalf, I wish to tender to Mr. Topham our sincere thanks for the able and very lucid way in which he has expounded these Acts. On behalf of those who are here who are not members of the Association, I will ask Mr. John Withers to be good enough to say a word.

Mr. JOHN WITHERS: Mr. President and gentlemen, I am very much gratified at being asked to represent such an important body of people. I shall not trouble you with my title to do so, because I am afraid, if I did, I should receive a large number of requisitions which I should be unable or unwilling to answer. Mr. Topham has given us a series of most interesting lectures, and I am thankful to say, he has brought out thoroughly the principles which underlie this very intricate legislation and not devoted himself so very much to details. What the result of all this is going to be, heaven only knows. (Laughter.) At the present time it seems to be in a most terrific muddle, but time, no doubt, will show. All I can say, gentlemen, is that I am sure Mr. Topham is entitled to call for the legal estate in our gratitude, and I sincerely support the vote of thanks which has been moved to him. I ask you to pass a vesting declaration and give it to Mr. Topham forthwith.

(The vote of thanks was accorded by acclamation).

Mr. TOPHAM: Mr. Chairman and Mr. Withers, I thank you very much for your kind words, and you, gentlemen, for the way you have received them. I will not detain you now to express the amount of my gratitude because it might take too long. (Applause.)

Transcript of the Shorthand Notes of The Solicitors' Law Stationery Society, Limited, 104-7, Fetter Lane, E.C.4.)

Obituary.

[Notices intended for insertion in the current issue should reach us on Wednesday morning.]

COL. S. FLEMING.

Col. Samuel Fleming, for some time Police Court Magistrate at Lambeth, died recently at sea, whilst on a voyage to South Africa. He had been in failing health for some time, but it was hoped that a long sea voyage would have restored his health and strength. He was one of the kindliest of magistrates, and was often moved to give an offender another chance.

Called to the Bar in 1897, he afterwards became Recorder of Doncaster, was appointed magistrate at Greenwich in 1921, and subsequently transferred to the Lambeth Court.

MR. J. G. MARSHALL.

Mr. John George Marshall, solicitor, died unexpectedly at Sunderland on the 10th December last, aged seventy-three. Mr. Marshall was admitted in 1879, became senior partner in the firm of Messrs. Marshall & Ross (now Messrs. J. G. Marshall, Nicholsons & Bretherton), practising in Sunderland for many years, and retiring about two or three years ago. He was for a long time legal adviser to the Sunderland Board of Guardians and the Sunderland Assessment Committee. Mr. Marshall was a member of The Law Society, The Solicitors' Benevolent Association, and also of the Sunderland Law Society, of which he was President in 1901.

MR. W. B. COOPER.

Mr. William Burton Cooper, solicitor, died on the 10th December, at Hull, at the early age of forty. Admitted in 1906 he practised in Hull, where he was well known, and his death will be much regretted. Mr. Cooper was a member of The Law Society, of The Solicitors' Benevolent Association and of the Society of Provincial Notaries Public of England and Wales.

Court of Appeal.

No. 2.

Freeborn *v.* **Leeming.** 20th November.

PUBLIC AUTHORITIES—PROTECTION—PUBLIC OFFICIAL—MEDICAL OFFICER OF HEALTH—ACTION FOR NEGLIGENCE—LIMITATION OF TIME—"SIX MONTHS . . . AFTER THE ACT, NEGLECT OR DEFAULT COMPLAINED OF"—PUBLIC AUTHORITIES PROTECTION ACT, 1893, 56 & 57 Vict., c. 61, s. 1 (*a*).

By s. 1 of the Public Authorities Protection Act, 1893: "Where . . . any action . . . or other proceeding is commenced . . . against any person for any act done in pursuance, or execution, or intended execution of any Act of Parliament, or of any public duty or authority, or in respect of any alleged neglect or default in the execution of any such act, duty or authority . . . (a) the action, prosecution, or proceeding shall not lie or be instituted unless it is commenced within six months next after the act, neglect, or default complained of, or, in case of the continuance of injury or damage, within six months next after the ceasing thereof."

Held, that the period of six months fixed by the section as the period within which an action must be brought in respect of any act, neglect or default in the execution of any public duty, runs from the date of the act, neglect or default complained of, and not from the accrual of the cause of action.

Carey *v.* Mayor of Bermondsey, 1903, 20 T.L.R. 2; 67 J.P. 111, 447, *followed*.

Decision of the Divisional Court, 41 T.L.R. 567; 89 J.P. 179, *affirmed*.

Appeal from Great Grimsby County Court. The plaintiff brought an action in the High Court to recover damages for the alleged negligence of the defendant, Dr. Robert Leeming, medical officer of the Guardians of the Kendal Union. The action was remitted to the Great Grimsby County Court. On 5th September, 1923, the plaintiff was injured by being run over by a motor car. His hip was dislocated. On 6th September the plaintiff was taken to the Kendal Workhouse Infirmary by order of the master of the workhouse, and he came under the care of the defendant. There was no contractual relation between the plaintiff and the defendant, but it was not denied that the defendant was under a duty to exercise reasonable care and skill. The plaintiff remained in the infirmary from 6th September to 15th October, 1923, when he left the infirmary by his own desire and on that day he passed out of the care of the defendant. As the facts were found by the county court judge, on the plaintiff's admission to the infirmary, the defendant did not make any proper or sufficient examination of the plaintiff and did not discover the dislocation. After leaving the infirmary, the plaintiff was seen by another doctor, who discovered the dislocation, but, owing to the lapse of time, the reduction of it had become impossible, and an operation had to be performed, with the result that the plaintiff suffered a shortening of the leg which rendered him permanently unfit for heavy work. The plaintiff issued his writ in the High Court on 26th April, 1924, six months and ten days after he left the infirmary, claiming damages for the negligence of the defendant during the time the plaintiff was in the infirmary. The defendant denied negligence, and relied on the Public Authorities Protection Act, 1893 (56 & 57 Vict., c. 61), s. 1, on the ground that the action was not "commenced within six months of the act, neglect, or default complained of." By s. 1 of the Public Authorities Protection Act, 1893, it is enacted that "Where . . . any action . . . or other proceeding is commenced . . . against any person for any act done in pursuance, or execution, or intended execution of any Act of Parliament, or of any public duty or authority, or in respect of any alleged neglect or default in the execution of

any such act, duty, or authority . . . (*a*) the action, . . . or proceeding shall not lie or be instituted unless it is commenced within six months next after the act, neglect, or default complained of, or, in case of a continuance of injury or damage, within six months next after the ceasing thereof." The county court judge held that this was not a case of "a continuance of injury or damage" beyond 15th October, 1923, and he rejected a suggestion of *mala fides* on the part of the defendant. But he held that the time limited by the statute did not begin to run until the cause of action arose; that no cause of action arose until damage resulted to the plaintiff, and that no damage resulted until such time as he would, if properly treated, have been fit to return to work, which would have been less than six months before action brought. He therefore held that the plaintiff was entitled to succeed, and he awarded him £1,800 damages. On appeal by the defendant, the Divisional Court held that the plaintiff's action was out of time, having been commenced more than six months after 15th October, 1923, the date when the plaintiff left the infirmary. The plaintiff appealed.

BANKES, L.J., after referring to the facts, said: It is obvious from a perusal of the schedule containing the enactments repealed, which go back as far as the reign of Queen Elizabeth, that the Legislature intended in the case of actions against public authorities, not only to substitute one time limit for all existing time limits, but by adopting a new definition of what constituted that limit to modify the existing law upon the subject. If it were open to this court to put its own construction on the language used it would be necessary to consider very carefully what the construction should be, and to discuss the various authorities which have been cited to us. As far as this court is concerned it must accept the construction put upon the language of the section in *Carey* v. *Mayor of Bermondsey*. That was an action tried before Channell, J., 67 J.P. 111. The plaintiff had been injured by falling over a projection in the road which had been put there by the negligence of the defendants' servants. The fall and the injury occurred more than six months before action brought. At the time the action was brought the plaintiff was still suffering from the injury. The defendants pleaded the statute. The contention by the plaintiff's counsel was that the injury or damage to the plaintiff had not ceased when she brought her action, that the words of the section must be given their ordinary meaning, and that if the injury ceased immediately after the accident the damage still continued. Channel, J., without calling on the counsel for the defendants, decided in their favour, holding in effect that the only case in which the time limit did not apply after the expiration of six months from the date of the neglect or default was where there was a continuing cause of action. This decision was affirmed in the Court of Appeal, consisting of Lord Halsbury, L.C., and Lord Alverstone, C.J., 20 T.L.R. 2; 67 J.P. 447. Counsel for the defendants urged that at the time of action brought the plaintiff was still suffering from the consequences of the defendants' negligence, and that so long as she was suffering there was a continuance of the injury or damage. Lord Halsbury dealt with the argument as follows. He said: 67 J.P at p. 447: "In my opinion the judgment of Channell, J., in this case was right. The language of s. 1 of the Public Authorities Protection Act, 1893, is reasonably plain, and it is manifest that 'continuance of the injury or damage' means the continuance of the act which caused the damage. It was not unreasonable to provide that, if there was a continuance of an act causing damage, the injured person should have a right to bring an action at any time within six months of the causing of the act complained of. But that is wholly inapplicable to such cases as the one before us, where there was no continuance of the act complained of, and where the only suggestion is that, in consequence of the negligent act, the plaintiff is not in such a good physical condition as she was before the accident." The report of this case appears only in the *Justice of the Peace* and in *The Times* Law Reports. Whatever may be the proper inference to be drawn from that fact, the language used by the Lord Chancellor is unmistakably plain, and this court must accept it and apply it. I cannot distinguish the facts of this case from the facts in *Carey's Case*, and I am unable to agree with the view taken by the learned county court judge of a distinction which was suggested to him. The contention took this form: but for the defendant's negligence, it was said, the plaintiff would only have been laid up for so many weeks. The damage he suffered from loss of earning power during those weeks is attributable to the motor. The plaintiff's loss or damage due to the defendant's negligence only dates from the time when but for that negligence he would have regained his earning power. With every desire to assist the plaintiff, I am unable to accept this contention, and I think that the decision of the Divisional Court was right, and this appeal must be dismissed, with costs.

SCRUTTON, L.J., and ATKIN, L.J., agreed.

COUNSEL: *Sir H. Slesser*, K.C.; *Edgar T. Dale* and *Arthur Henderson*; *Mortimer*, K.C., and *Austin Farleigh*.

SOLICITORS: *W. H. Thompson*; *Woolfe & Woolfe*, for *Wainwright, Woolfe & Browne*, Great Grimsby.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Attwood *v.* Llay Main Collieries, Ltd.

Lawrence, J. 15th, 16th, 20th, 22nd, 23rd October and 2nd December.

MINERAL LEASE—BOUNDARIES—POSITION OF "FAULT"—RIPARIAN OWNER—WATER ABSTRACTED FOR PURPOSES UNCONNECTED WITH RIPARIAN TENEMENT—WATER DIVERTED FROM RIVER WITHOUT RESTORATION—EXTRAORDINARY PURPOSES—DEMISE OF SURFACE FOR PURPOSES OF MINERAL RAILWAY ONLY—POWER TO LAY WATER-PIPE UNDER SURFACE FOR PURPOSES OF A COLLIERY.

The occupation of a strip of land upon which a mineral railway is constructed up to a river does not convert the site of colliery works a mile away, to which the railway runs into, "a riparian tenement," because the expression connotes in addition to contact with the river reasonable proximity to the river bank.

A riparian owner may take and use water for extraordinary purposes if such user is reasonable and connected with the riparian tenement, provided the water so taken is restored substantially undiminished in volume and unaltered in character, but he must not take and use the water for purposes unconnected with the riparian tenement, and to convert it into steam without restoring any of it is a wholly unauthorized use.

MacCartney *v.* The Londonderry, etc., Railway, 1904, A.C. 301, *applied*.

In such a case it is not necessary to show that a lower riparian owner has suffered or would inevitably suffer damage.

A demise of the "surface" of the land for the laying of a mineral railway does not preclude the laying of a watermain no deeper than an ordinary drain or water pipe.

In this action the plaintiff sought to restrain the abstraction by the defendants of water from the river Alyn, and also the laying of a watermain from that river to the colliery workings and asked for damages and other relief. The facts were as follows:—By a mining lease, dated 11th November, 1924, the plaintiff demised to the defendants for ninety-nine years first, the minerals in and under so much of the land coloured red on plan A, as lay on the east side (wherever actually met with) of the 230 yards, or Wrexham "fault," the assumed position of which was shown on the said plan, and on the south side (wherever actually met with) of the Bala "fault," the assumed position of which was also shown on the said plan, such minerals containing 357 superficial acres, more or

less, as investigations might prove, though that estimate was not to bind the lessor or lessees as regards the quantity, unless it was correct, which lands were referred to as "the described lands"; secondly, the surface of the lands coloured blue on plan B, containing 5 acres, 2 roods, 12 poles, up to the middle of the river Alun. There were included in the demise, amongst others, the following liberties:—"Clause 8: To construct maintain and use a mineral railway upon the surface of the blue land, to be used solely for the purposes of the colliery working the demised minerals, with liberty to utilise for the purposes of the line any substances excavated in respect of which land (described in clause 15 as 'the surface demised for the purpose of the said railway') a fixed rent was reserved. Clause 9: To take and use water from any stream or watercourse flowing through or alongside the described lands, and to pump and store the same for the purposes of the colliery but not so as to pollute the water." The blue land, upon which the mineral railway was constructed connecting the colliery with the Great Western Railway on the opposite or west side of the river Alun, was a narrow strip with an average width of 22 yards, abutting west on the river, and extending eastward about half a mile, from which point the line was continued eastward for a further half-mile along a site acquired by the defendant's party from the plaintiff and partly from other persons up to the colliery workings. The defendants had placed a pipe in the river and erected pumping plant on the blue land at the spot where the mineral railway crossed the river. By those means they took water from the river and conducted it in a 7 inch main laid 18 inches below the surface of the blue strip to a reservoir about a mile to the east of the river, near the defendant's pits, where the water was converted into steam for working the colliery machinery in which process about 600,000 gallons a week were actually taken from the river while the plant, if worked at its full capacity, was capable of extracting more than three times that quantity.

LAWRENCE, J., in the course of a considered judgment, said: "It has been contended on behalf of the plaintiff that the Alyn was a stream flowing alongside the "described lands" within cl. 9 of the lease and that the defendants were entitled to take, store and use water from that river for the purposes of the colliery. According to plan A, the river does not flow through or alongside the described lands, as the assumed position of the Wrexham fault shown on that plan lies a considerable distance to the east of the river. As the defendants have failed to prove that the assumed position of the Wrexham fault is erroneous, and that its true position is either under or to the west of the river, the assumed position of that fault must govern the rights of the parties under the lease, and consequently the described lands do not extend up to the river. Further, upon the construction of that clause and in the circumstances, the defendants are not entitled to take the water. However, by reason of the demise of the blue land, which included half the bed of the river, the defendants have the rights of a riparian owner. There was no express reservation of water rights in favour of the plaintiff, and on the assumption, well founded, that the demise is not limited to the sole purpose of a mineral railway, no such reservation ought to be implied. A riparian owner may take and use water for extraordinary purposes if such user is reasonable and connected with the riparian tenement, provided the water so taken is restored substantially undiminished in volume and unaltered in character; but he may not take and use the water for purposes unconnected with the riparian tenement (see *Swindon Waterworks Company* v. *Wilts and Berks Canal Company*, 1875 L.R. 7 H.& L. 697, and *McCartney* v. *Londonderry, etc., Railway, supra*). In the present case the occupation of the strip upon which the mineral railway is constructed has not the effect of converting the site of the colliery works, a mile away, into a "riparian tenement," an expression connoting, in addition to contact with the river, reasonable proximity to the river bank. Further, the conversion of the whole of the water taken into steam without restoring any of it to the river is a wholly unauthorized use. The contention that the lower riparian owner must establish that he has suffered, or would inevitably suffer, damage, or would, if not restrained, require a prescriptive right, is not well founded. The reason given in several of the cases for granting relief, where the plaintiff has suffered no damage that, unless stopped, the defendant would acquire a prescriptive right, is not the only reason which would induce the court to interfere. Here there is a complete diversion of part of the river by the defendants, who claim the right to continue such diversion and confiscation. In such a case questions of damage and the possible acquisition of prescriptive rights are immaterial, and the plaintiff is entitled to relief without proof of damage, notwithstanding that the defendants cannot as against him acquire a prescriptive right (see *McCartney's Case, supra*). Regarding the laying of the water main in the blue land, upon the construction of the lease and in the absence of any covenant not to use the surface of the blue land for any purpose other than a mineral railway, neither the liberty conferred by cl. 8 nor the statement in cl. 15 have the effect of implying a prohibition against using the surface for any other purpose. "Surface" of land is a flexible expression, and as the demise of the surface was made for the purpose of a mineral railway and included so much of the soil as might be required for constructing and working the railway and such depth of soil as might be required for laying convenient pipes to drain the land, and to supply water for steam engines and other machinery used in working the railway, the laying of the water main (which is laid no deeper than an ordinary drain or water pipe), not being inconsistent with the user of the land as a mineral railway, the plaintiff is not entitled to have it removed.

COUNSEL: *Maugham*, K.C., and *David Bowen*; *Grant*, K.C., and *MacSwinney*.

SOLICITORS: *Faithful, Owen & Fraser*; *Johnson, Weatherall, Sturt & Hardy*, for *Parker Rhodes & Co.*, Rotherham.

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Pritchard, Appellant *v.* **James Clay (Wellington) Ltd., Respondents.**

The Lord Chief Justice, Sankey and Talbot, JJ.

25th November.

MASTER AND SERVANT—WAGES—PIECE-WORK—AGREED PRICE FOR COMPLETE PIECE OF WORK—AGREED VARIATIONS FOR DEFECTIVE WORK—DEDUCTIONS FROM WAGES—TRUCK ACT, 1896, 59 & 60 Vict. c. 44, ss. 2, 4.

Section 2 (1) of the Truck Act, 1896, enacts: "An employer shall not make any contract with any workman for any deduction from the sum contracted to be paid by the employer to the workman, or for any payment to the employer by the workman, for or in respect of bad or negligent work or injury to the materials or other property of the employer, unless" certain conditions requiring notice of the terms of such a contract or as to its being in writing and signed by the workman, are fulfilled.

By s-s. (2) the making of deductions is prohibited unless regulated in pursuance of such a contract, and particulars in writing which showed the reason for such deductions are supplied to the workman.

Under s. 4 it is an offence for an employer to make an agreement, or to make any deduction, contrary to the Act.

The appellant was employed by the respondents as a piece-worker only, to mould iron pipes. His contract of remuneration provided for the payment of 5½d. for non-defective pipes and for the payment of less sums for defective pipes, the amount varying according to the defect. In respect of certain defective pipes the

appellant received less than the 5¾d. He thereupon preferred an information against the respondents alleging that they had made deductions from his wages, and that such deductions were contrary to the Truck Act, 1896. The information was dismissed.

Held, on appeal, that the variations from the agreed price were clearly deductions "for or in respect of bad or negligent work or injury to the materials or other property of the employer" within s. 2 (1) of the Truck Act, 1896, and that the agreement was a clear attempt to evade the Act.

Case stated by Salop justices. On 26th June and 3rd July, 1925, the respondents made certain deductions from the appellant's wages. In respect of those deductions the appellant preferred an information against the respondents alleging that they had been made contrary to the Truck Act, 1896. The respondents, who were ironfounders, produced, among other things, iron pipes. The appellant was employed by the respondents, upon piece-work only, as a moulder of those pipes, and the agreement for his remuneration provided for the payment of an agreed price of 5¾d. for a complete pipe six feet long and free from defects. If, however, he produced a pipe which was incomplete or defective he received an agreed price which was fixed at the time of his employment and which varied according to the nature of the defect. If a pipe had certain defects it was paid for at an agreed price of 5¼d.; if it had a different kind of defect the agreed price was 5¼d. or 5⅛d. These variations in payment resulted in the appellant receiving from the respondents on 26th June and 3rd July, 1925, wages that were less by 9s. 2d. and 2s. 8d. respectively than he would have received for the same number of pipes had they been complete and free from defects. The Truck Act, 1896, required notices of the terms of the contract of employment to be kept by the respondents. That had not been done, nor had the respondents supplied particulars in writing to the appellant. On behalf of the appellant it was contended that the agreement was one for the deduction of sums which the respondents contracted to pay, and that the deductions by the respondents of 9s. 2d. and 2s. 8d., respectively, were deductions contrary to the Truck Act 1896. It was contended for the respondents that that Act had no application to the system of wages in force at their works, and that, in fact, no deductions had been made from the agreed remuneration, the agreement being one for variation of price. The justices upheld the contention of the respondents and dismissed the information.

Lord HEWART, C.J.: What was the contract with the workman in this case? Was it a contract to produce incomplete and defective pipes, or was it a contract to produce complete pipes of a certain length and free from defects? To my mind it is perfectly clear that the contract was that he should be paid an agreed price of 5¾d. for a complete pipe six feet long and free from defects. That was the standard or long pipe to be made, and that was the basis of the contract of employment. The variations from that sum of 5¾d. depended upon whether the pipe made was defective in various ways; in other words, the variations depended upon the performance of the workman in producing his work. One can hardly imagine a more exact repetition of what is forbidden by s. 2 of the Truck Act, 1896—a payment "for or in respect of bad or negligent work or injury to the materials or other property of the employer" within s. 2 (1) of the Act. In my opinion this is a clear attempt to evade the provisions of the Act. The appeal must be allowed.

SANKEY, J.: I agree.

TALBOT, J.: I am of the same opinion. The only possible ground on which the justices' decision might be supported would be that the Truck Act, 1896, as was suggested in argument by Mr. Bosanquet, did not apply to piece-work. But in my opinion the Truck Act, 1887, which adopts the definition of "workman" given in the Employers' and Workmen's Act, 1875, shows that the Truck Acts now apply to all workmen except domestic and menial servants. There is, therefore, no ground for the suggestion that piece-workers are not within the Truck Acts. Appeal allowed.

COUNSEL: For the appellant, *Joy*, K.C., and *T. S. Sanderson*; for the respondents, *Bosanquet*, K.C., and *Alexander Graham*.

SOLICITORS: For the appellant, *Mills, Lockyer, Church and Evill*, for *R. Nelson Jones*, Birmingham; for the respondents, *Gibson & Weldon*, for *R. Gwynne*, Wellington, Salop.

[Reported by COLIN CLAYTON, Esq., Barrister-at-Law.]

Reviews.

Wolstenholme and Cherry's Conveyancing Statutes, Vol. I, 11th ed., by Sir BENJAMIN L. CHERRY, J. CHADWICK and J. R. PERCEVAL MAXWELL. London: Stevens & Sons, Ltd., cvii and 802 pp. (£2 each volume).

A comprehensive and worthy review of "Wolstenholme and Cherry" could only be undertaken by a group of experts, such as the distinguished gentlemen who were members of Mr. Justice Romer's Committee; and the review, or may be the report, of such a body could not be presented in one number of the SOLICITOR'S JOURNAL—this notwithstanding the Journal's recent expansion. All we shall try to do will be to indicate briefly the principal features of the first volume of this well-known standard and authoritative practice book.

The 11th Edition of Wolstenholme appears in a new form, as well as under a new name, it having been found necessary, for more than one reason, to publish the book in two volumes instead of one. The first volume opens with a Table of Cases which occupies as many as forty-two pages. The citation of so many legal decisions illustrates the value of the work to practitioners; it goes to show that the new statutes are by no means codes in the technical sense of that expression—that is, that they are not a complete Statement of English Real Property Law, and finally it exemplifies the evolutionary nature of the product of the new legislation. A list of statutes referred to in the volume might well have followed the Table of Cases, for practitioners used to old Statutory Landmarks, will for some time be lost in the new enactments. Therefore, a list of statutes would at this juncture have proved a useful guide, until practitioners have become familiar with the new Acts.

After the Table of Cases comes an invaluable introduction on the new Acts. This sets out briefly the objects of the principal amendments and explains the principles underlying the more important of the changes introduced by the various statutes. These fifty odd pages contain the most instructive, though by no means the most interesting, general statement of the effect of the new statutes which has yet been published.

Four Acts are dealt with in this volume, namely, the unrepealed sections and schedules of the Law of Property Act, 1922, and the Law of Property (Amendment) Act, 1924, the Law of Property Act, 1925, and the Land Charges Act, 1925. The text of each of these statutes is preceded by a crisp statement of the changes effected by the statutes, and the other outstanding feature of former editions of "Wolstenholme" is maintained; that is, a practice note characterized by terseness and accuracy follows each section, sub-section, or paragraph, as the case may be. A valuable feature of such notes is that they explain not only the practical effect of the section or sub-section, but also its relation to the law before 1926, and if there has been a change the objects and reasons for such a change. Naturally, no one could be expected to give a more authoritative statement of such objects and reasons than the editor-in-chief, who was the chief draftsman of the Acts.

One or two remarks may be made with reference to the notes. We would have liked a reference made in the note under s. 42 (4) (iii) of the Law of Property Act, 1925, to the effect of that paragraph upon the decision in *re Dunsany*,

1906, 1 Ch. 578. On p. 225, the view is expressed that a tenancy at will is a legal interest, but the reason advanced for this appears questionable. There may be equitable interests other than those wherein the relation of trustee and beneficiary occurs. A tenancy at will is either legal or equitable, according as it can or cannot be brought within the definitions of a term of years absolute in s. 205 (1) (xxvii) of the Law of Property Act, 1925. Reference might be made to admirable notes on some of the sections. That on a part of the old s. 4 of the Statute of Frauds (now s. 42 (1) of the Law of Property Act, 1925), on p. 193, is a model in accuracy, terseness and comprehensiveness; the same may be said of the notes on accumulations, under *ibid.*, s. 164, pp. 417-422; and the final chapter on "searches" will prove a valuable guide on a subject, the importance of which is greatly enhanced by the new legislation.

A good index is an indispensable feature of a practitioner's book, and there are some 200 pages of such an index to Vol. I of "Wolstenholme and Cherry."

Finally, the editor's words of warning which appear in the Preface may well be taken to heart by every member of the legal profession: "For ten years, from 31st December, 1925, the conveyancing members of the legal profession will be on their trial. If they fail to make the best use of the system to save time, costs, and unnecessary labour, it seems inevitable that Orders in Council will be made for the gradual introduction of compulsory registration of title throughout the country."

Books Received.

The Law and Practice of Hall-marking Gold and Silver Wares. With a Chapter on the Licences to be taken out by Auctioneers, Pawnbrokers, and Dealers in Gold and Silver Plate. (1926). J. Paul de Castro (Barrister-at-Law). Crosby, Lockwood & Son, Stationers Hall-court, Ludgate-hill. £2 2s.

War Compensation Court. Fifth Report, 1925. Contains a full Report of each of the Judgments given by the Court on seventeen Claims heard during the year. H. M. Stationery Office. 3s.

The Journal of Comparative Legislation and International Law. Third Series. Vol. VII (comprising Nos. I and IV). Sir Lynden Macassey, K.B.E., K.C., LL.D. and C. E. A. Bedwell. The Society of Comparative Legislation, 1, Elm-court, Temple, E.C.4. 6s.

British Death Duty Acts, 1796 *to* 1924. *Supplement No.* 1. Containing relative matter for the year 1925. His Majesty's Stationery Office. 2s. 6d. nett.

Report of Departmental Committee on Sexual Offences on Young Persons, 1925. His Majesty's Stationery Office. 2s. nett.

Elements of Contract. Sixth Edition, 1925. A. T. Carter, K.C. Sweet & Maxwell, Ltd., 3, Chancery-lane, W.C. 12s. 6d.

Chitty's Statutes of Practical Utility Arranged in Alphabetical and Chronological Order, with Notes and Indices. Sixth Edition. Vol. 23. Supplement containing the Property Acts of 1925. W. H. Aggs, M.A., LL.M. Sweet and Maxwell, 2 & 3, Chancery-lane; Stevens & Sons, Ltd., 119 & 120, Chancery-lane. 1925. £1 5s. nett.

Women under English Law. Maud J. Crofts, M.A., LL.B. (Cantab.) With a foreword by Dame Millicent Fawcett, G.B.E., J.P., LL.D. The National Council of Women of Great Britain, Parliament Mansions, Victoria-street, S.W. 2s. 6d.

The Law of Town Planning. Being a Complete and Practical Guide to the Law of Town Planning as consolidated by the Act of 1925. Archibald Safford and Graham Oliver (Barristers-at-Law). Hadden Best & Co., Ltd., 5, West Harding-street and 26, Fetter-lane, E.C.

Correspondence.

Sir,—I should be glad to know whether in these days it is possible in a deed to describe a woman by her occupation. I have recently had to describe a woman who was divorced by her first husband and who divorced her second husband, and is now a farmer. She cannot be described as a married woman, widow or spinster, and therefore it seems only possible to describe her by her occupation.

The description of a woman must necessarily be expanded in order to fit modern conditions, and I shall be glad to know whether any of your readers can suggest any better designation.

E. S. P. Haynes.

9, New-square, Lincoln's Inn, W.C.2.
16th December 1925.

Societies.

To Secretaries.—**Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office not later than 10 a.m. Wednesday.**

The Law Society's School of Law.

SPECIAL LECTURES.

There will be two special lectures at the Society's Hall, on Monday and Tuesday, 11th and 12th January, at 4.15 p.m. The first lecture will be delivered by the Principal, and will deal with the manner in which a solicitor should take instructions from his client. Mr. Justice Tomlin has promised to take the chair. The second lecture will be delivered by Mr. James Whitehead, K.C., and will deal with the manner in which a solicitor should give instructions to counsel. The President will take the chair.

The Spring Term will commence on 7th January. The Principal and Vice-Principal will be in their room on the 7th and 8th to interview students. The subjects to be dealt with during the term will be, for intermediate students: (i) The Law of Property (Mr. Wade); (ii) Obligations and Personal Property (Mr. Landon); (iii) General Course (Mr. Wade and Mr. Tillard); (iv) Trust Accounts (Mr. Dicksee). The subjects for final students will be: (i) Equity and Procedure in the Chancery Division (Mr. Danckwerts); (ii) Private International Law, to be followed by Criminal Law and Divorce (the Principal); (iii) Insurance and Negotiable Instruments (Mr. Chorley). There will also be courses on Contract (Mr. Danckwerts), and on Conveyancing (Mr. Tillard) for honours candidates; and on Constitutional Law (Pt. II, Mr. Wade); and Roman Law (Pt. I, Mr. Landon); for degree students. There will also be a special course on the Law of Property (Mr. Formoy), which is intended to give an outline of the Law of Property, as affected by the recent legislation, to students who have already taken the Law of Property in Land, or a similar course as part of their intermediate course, and is therefore suitable for senior intermediate and junior final students.

Students can obtain copies of the detailed time table, and of the regulations governing the three studentships of £40 each, offered by the Council for award in July next, on application to the Society's office.

Students who desire to enrol under the "Exemption Order" must communicate with the Vice-Principal not later than 9th January. The "Exemption Order" provides that students who have attended under the terms of the Order at the Society's Law School for one year before being articled, may be articled for four years only. Full particulars regarding this Order may be obtained on application to the Vice-Principal.

Law Students' Journal.

Law Students' Debating Society.

The Law Students' Debating Society is holding its Annual Dance at The Law Society's Hall, on Friday, 22nd January, at 8.30 p.m. Tickets (single 10s. 6d. and double £1) can be obtained from members of the Dance Committee or any of the officers of the Society.

Rules and Orders.

(*Continued from p.* 252.)

THE LAND CHARGES FEES ORDER, 1925. DATED NOVEMBER 3, 1925.

By virtue and in pursuance of the Land Charges Act, 1925, (*a*) I, George Viscount Cave, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby annul the Rule as to Fees dated 8th August, 1900, (*b*) made under the Land Charges Registration and Searches Act, 1888, (*c*) and the Land Charges Act, 1900, (*d*) and do determine that the following Fees shall be paid under the said Act subject to the Regulations hereinafter contained :—

		s.	*d.*
1. Registrations	per name	2	6
2. Entry of satisfaction, cesser, discharge, vacation, or cancellation of a registration	per name	2	6
3. Certificate of satisfaction, cesser or discharge		1	0
4. Renewal of registration	per name	1	0
5. Modification or rectification of an Entry	per name	2	6
6. Personal Search in the Alphabetical Index	per name	2	0
7. Personal Search in any Register ..	per name	2	0
8. Official Search in the Alphabetical Index :—			
(*a*) against one name at one address (including issue of certificate)		5	0
(*b*) against the same name but with additional addresses	per address	2	6
9. Official Search in any one of the Registers :—			
(*a*) against one name at one address (including issue of certificate)		5	0
(*b*) against the same name with additional addresses	per address	2	6
10. Office copy of any entry in any of the Registers (not including a copy or extract of any plan or document filed in the Registry)		2	6
11. Office copy of any plan or other document filed in the Registry, such further fee, according to the time and labour employed, as the Registrar shall prescribe			
12. Expediting an Official Search ..	per name	5	0
13. Telegraphing or Telephoning the result of an Official Search .. .. .. (which includes the cost of the telegraph or telephone if such cost does not exceed 1*s.*).	per name	2	6

Regulations as to Fees.

1. All fees, except those payable in respect of registration under subsection (6) of section 10 of the Act shall be prepaid by Land Registry stamps.

2. Land Registry stamps shall be purchased in the Registry and such other places as may from time to time be appointed and may be paid for by cash or by cheque, postal or money order, made payable to H. M. Commissioners of Inland Revenue.

3. All fees in respect of registration under subsection (6) of section 10 of the Act shall be prepaid in cash at the local deeds registry or by cheque, postal or money order, made payable to the Registrar of the appropriate deeds Registry.

4. All fees may be sent by post.

5. Where the amount of the fee is not defined, or immediately ascertainable, such deposit shall be made as the Registrar shall direct.

6. The fees prescribed for expediting an official search and for telegraphing or telephoning the result of the search shall not apply to the local deeds registries and no right to make an application to a local deeds Registrar for these purposes shall be implied.

7. Where the Registrar, in the exercise of his discretion, authorises an application, search or official certificate of search to be made or granted in a manner which involves a reduction of fees, he may require such fees to be paid, having regard to the time and labour involved or likely to be involved, not exceeding the fees which would have been payable had his discretion not been so exercised, as he may think reasonable.

8. These Regulations shall come into operation on the 1st day of January, 1926, and may be cited as the Land Charges Fees Order, 1925.

Dated the 3rd day of November, 1925.

Cave, C.

(*a*) 15 G. 5. c. 22. (*b*) S.R. & O. 1900, No. 633.
(*c*) 51-2 V. c. 51. (*d*) 63-4 V. c. 26.

THE FILING OF LEASES RULES, 1925. DATED NOVEMBER 11TH, 1925.

I, the Right Honourable Sir Ernest Murray Pollock, Bart., Master of the Rolls, by virtue and in pursuance of the Administration of Justice Acts, 1920 (*a*) and 1925, (*b*) and of the Law of Property Act, 1922, (*c*) and every other power enabling me in that behalf hereby make the following Rules for the purposes of paragraph twenty of the Fifteenth Schedule of the said last mentioned Act.

1. *Deposit and index of instruments.*]—(1) Any person may, subject to the payment of the prescribed fee, deposit at the Central Office of the Supreme Court the original or counterpart of any instrument to which these Rules apply.

(2) There shall be deposited, together with any such instrument, a short description of the instrument in Form No. 1 in the Schedule to these Rules.

(3) An alphabetical index of the name of each lessee, lessor, or underlessee under any deposited instrument, and of the names of the assignors or assignees under any such instrument shall be kept in the Filing Department of the Central Office.

(4) The instruments to which these Rules apply are leases, underleases, and assignments of leases and underleases, and office copies of any such lease, underlease, or assignment.

2. *Requisition for search.*]—Any person who desires—

(*a*) to search the alphabetical index or the file of instruments ; or

(*b*) to inspect any deposited instrument

shall deliver at the Filing Department a requisition for that purpose signed by himself or by his solicitor, together with the prescribed fee.

3. *Form and contents of requisition.*]—(1) The requisition shall be in Form No. 2 in the Schedule to these Rules and shall state

(*a*) the name, address and description of the applicant, and, where a solicitor is acting on behalf of the applicant, the name and address of that solicitor, and

(*b*) the purpose for which the search and inspection are required, and

(*c*) the interest which the applicant has or claims to have under the instrument or in any reversion expectant upon the term implied therein by operation of law,

and shall contain a declaration that the statements made in the requisition are true.

(2) Where the requisition is signed by a solicitor, it shall state that he is duly authorised to act on behalf of the applicant.

(3) The requisition shall be filed in the Central Office.

4. *Acceptance or refusal of requisition.*]—If the requisition complies with these Rules and the applicant appears to have an interest (whether or not being a charge) either beneficial or in a fiduciary capacity under the instrument or any reversion expectant upon the term implied therein by operation of law, the applicant shall be allowed to search for and inspect the instrument. Any doubt arising under this Rule shall be referred to the Senior Master of the Supreme Court who shall decide whether the search and inspection shall be allowed.

5. *Office copies.*]—(1) When a search has been authorised, the applicant may require an office copy of the deposited instrument or any part thereof to be issued to him with or without any endorsements thereon or with or without any plan.

(2) The request for the issue of an office copy shall be in Form No. 3 in the Schedule to these Rules and shall contain an undertaking to pay the prescribed fee when ascertained.

(3) When the office copy is ready for issue, notification thereof shall be sent by post to the applicant or his solicitor, with a memorandum of the amount of the fee payable.

(4) The applicant or his solicitor shall, after the payment of the prescribed fee, apply for the office copy to be delivered to the bearer of the request or to be sent by post, at the risk of the applicant, to the applicant or his solicitor. Any such application shall be in the Form No. 4 in the Schedule to these Rules and, where it includes a request that the office copy shall be sent by post, shall be accompanied by a stamped envelope (draft size) addressed to the person to whom the copy is to be sent.

6. *Conversion of copies into office copies.*]—(1) On presentation at the Filing Department of a copy of any deposited instrument for the purpose of having it stamped as an office copy, the copy shall be examined and, if found correct, shall, subject to the payment of the prescribed fee, be stamped as an office copy.

(2) Where the instrument to which any copy so presented has annexed to it or endorsed upon it any plan or endorsements the copy presented shall be accompanied by a tracing of the plan and a copy of the endorsements.

(*a*) 10-1 G. 5. c. 81. (*b*) 15-6 G. 5. c. 23. (*c*) 12-3 G. 5. c. 16.

7. *Notes authorised on a search.*]—No copies of or extracts from any deposited instrument shall be made except as provided in the foregoing provisions of these Rules, and no person authorised to inspect an instrument under these Rules shall be allowed to use any ink when inspecting a deposited instrument, but any person so authorised shall be entitled in the course of inspection to take a note in pencil of—

(*a*) the date of the instrument,
(*b*) the parties to the instrument,
(*c*) the parcels, plan and rent,
(*d*) the nature of the covenants, and
(*e*) the endorsements, if any, upon the instrument.

8. *Application forms.*]—(1) Copies of the Forms prescribed under these Rules will be supplied free of cost on application at the Central Office Filing Department.

(2) The forms shall be adhered to with such modifications only as the circumstances of each case may render necessary.

9. *Short title, commencement.*]—(1) These Rules may be cited as the Filing of Leases Rules, 1925.

(2) These Rules shall come into operation on the first day of January, nineteen hundred and twenty-six.

Dated the 11th day of November, 1925.

Ernest M. Pollock, M.R.

THE SCHEDULE.

Form No. 1.

Application under the Fifteenth Schedule to the Law of Property Act, 1922, for deposit of an Instrument.

In the Supreme Court of Judicature.

To the Registrar,
Filing Department, Central Office,
Royal Courts of Justice, London.

In the matter of a Lease [an Underlease] dated.....
.....and made between.....
.....
.....
.....
of property at.....
[We [1] ..... of .....
.....Solicitors on behalf of].....
of ..... (the Applicant)..
herewith deposit the original [counterpart] of the above-mentioned Lease [Underlease] [*or* an Assignment [2] dated.....
.....and made between.....
.....
being an Assignment of the above-mentioned Lease [Underlease]] [*or* an Office Copy of a Lease [an Underlease] [an Assignment] dated.....
and made between.....
which was formerly deposited in this Office and has perished or become undecipherable] and apply for the same to be filed.

Dated this.....day of.....1925.
Signed [3].....
Address .....
Description .....

Note.—This application must be stamped with the prescribed fee

[1] Name and address and description of applicant.
[2] Strike out the inappropriate words.
[3] To be signed by the applicant or his solicitor.

Form No. 2.

Requisition under the Fifteenth Schedule to the Law of Property Act, 1922, for a Search.

In the Supreme Court of Judicature.

To the Registrar,
Filing Department, Central Office,
Royal Courts of Justice, London.

In the matter of a Lease [an Underlease] [an Assignment] [1] dated.....and made between
.....
.....
.....
affecting property at.....
[We .....
of .....
Solicitors duly authorised to act on behalf of].....
[2] ..... of .....
in the County of.....(hereinafter) called "the Applicant") require[s] to search the alphabetical index and file of instruments deposited in the Central Office pursuant to paragraph twenty of the Fifteenth Schedule to the said Act for the purpose of finding and inspecting the above-mentioned instrument.

The Applicant requires to make the said search and inspection for the purpose of [3] .....
.....
.....
.....

The Applicant has or claims to be entitled to the following interest in the property comprised in the above-mentioned instrument, namely—[4]
.....

The claim to the said interest is made by virtue of [5].....
.....
.....
.....
.....

The above statements are to the best of my [our] knowledge and belief true in all respects.

Dated this.....day of.....19 .
Signed [6] .....
Address .....
Description .....

Note.—This application must be stamped with the prescribed fee.

[1] Describe the instrument and strike out the inappropriate words.
[2] Name and address and description of applicant.
[3] State shortly the purpose for which the search and inspection are required to be made.
[4] State the interest or charge.
[5] State the facts or instrument under which the claim is made.
[6] To be signed by the applicant or his solicitor.

Form No. 3.

Request for Office Copy to be prepared.

In the Supreme Court of Judicature.

To the Registrar,
Filing Department, Central Office.
Royal Courts of Justice, London.

In the matter of a Lease [an Underlease] [an Assignment] dated.....and made....
between [1] .....
.....
.....
.....
affecting property at.....
I [We] request an Office Copy of the above-mentioned instrument [the following parts of the above-mentioned instrument namely [2].....
.....] being an instrument filed in this Office pursuant to paragraph twenty or the Fifteenth Schedule to the Law of Property Act, 1922, to be prepared and I [we] undertake to pay the prescribed fees for the same when ascertained.

Dated this.....day of.....19 .
Signed [3] .....
Address .....
Description .....

[1] Describe the instrument and strike out the inappropriate words.
[2] State if only parts are required.
[3] To be signed by the applicant or his solicitor.

Form No. 4.

Request for Office Copy to be delivered or sent by post.

In the Supreme Cour of Judicature.

To the Registrar,
Filing Department, Central Office.
Royal Courts of Justice, London.

In the matter of a Lease [an Underlease] [an Assignment] [1] dated.....and
made between.....
.....
.....
.....
affecting property at.....
.....
I [We] direct that the Office Copy of the above-mentioned instrument [or parts thereof] prepared at my [our] request be delivered at my [our] risk to bearer [be sent by post at my [our] risk to the address shown on the accompanying stamped envelope.]

Dated this.....day of.....19 .
Signed [2].....
Address .....
Description .....

Note.—This direction must be stamped with the prescribed fee.

[1] Describe the instrument and strike out the inappropriate word.
[2] To be signed by the applicant or his solicitor.

THE FILING OF LEASES FEE ORDER, 1925. DATED NOVEMBER 11, 1925.

I, the Right Honourable Sir Ernest Murray Pollock, Bart., Master of the Rolls, by virtue and in pursuance of the Administration of Justice Acts, 1920(*a*) and 1925,(*b*) and of the Law of Property Act, 1922,(*c*) and every other power enabling me in that behalf, with the concurrence of the Lords Commissioners of His Majesty's Treasury, do hereby make the following Order :—

1. The fees set out in the second column of the Schedule to this Order shall be taken in the Supreme Court in respect of transactions under the Filing of Leases Rules, 1925.(*d*)

2. All fees taken under this Order shall be paid by judicature stamps to be affixed to the forms prescribed by the said Rules.

3. This Order shall come into operation on the first day of January, 1926, and may be cited as the Filing of Leases Fee Order, 1925.

Dated the 11th day of November, 1925.

Ernest M. Pollock, M.R.
Stanley, *F. C. Thomson*, } Lords Commissioners of His Majesty's Treasury.

The Schedule.

	s.	d.
1. On every deposit of an instrument for filing	5	0
2. On every requisition for search or inspection	5	0
3. On every office copy of an instrument (including endorsements upon an instrument) .. per folio	0	8
4. On every tracing of a plan supplied with an office copy	the reasonable cost thereof to be determined in case of doubt by the Senior Master of the Supreme Court.	
5. On the examination of every copy presented to be stamped as an office copy (including any endorsements) .. .. per folio	0	3
6. On the examination of every plan accompanying a copy presented for examination to be stamped as an office copy.	the reasonable cost of such examination to be determined in case of doubt by the Senior Master of the Supreme Court.	

(*a*) 10-1 G. 5. c. 81. (*b*) 15-6 G 5. c. 28
(*c*) 12-3 G. 5. c. 16. (*d*) S. R. & O. 1925. No. 1128.

THE LOCAL LAND CHARGES RULES, 1925. DATED NOVEMBER 19th, 1925.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Charges Act, 1925, (*a*) and all other powers enabling me in this behalf, do hereby make the following Rules for giving effect to Part VI of the said Act.

1. *Local Registrar.*]—For the purpose of the registering of a local land charge the proper officer to act as a local registrar shall be the clerk to the local authority in whose favour the charge is created or by which it is enforceable : Provided that in the case of the following charges, the proper officer shall be the clerk to the borough or district council in whose borough or district the land affected by the charge is situated :—

(1) local land charges, by whatever local authority imposed, arising or created under any statute, scheme, order or other instrument relating to town planning or under any resolution to prepare or adopt a town planning scheme (hereinafter referred to as a "town planning charge"), except a town planning charge arising or created within the administrative county of London ;

(2) local land charges, other than town planning charges, imposed by the council of a county, borough (including a metropolitan borough and the City of London), or urban or rural district outside the county, borough, or district, as the case may be ; and

(3) local land charges, other than town planning charges, imposed by any registering authority other than the council of a county, borough (including a metropolitan borough and the City of London) or urban or rural district.

2. *Contents of Register.*]—The register of local land charges shall consist of :—

(1) An index, which shall be in the form of a map, unless the Minister approves some other form, for enabling a person to trace any entry in the register.

(2) A register divided into the following parts :—

(*a*) Part I, being a part relating to general charges, other than prohibitions of or restrictions on the user or mode of user of land or buildings ;

(*b*) Part II, being a part relating to specific charges, other than prohibitions of or restrictions on the user or mode of user, of land or buildings ;

(*c*) Part III, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are town planning charges ;

(*d*) Part IV, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are not town planning charges.

3. *Entries in Part I of the Register.*]—Every entry in Part I of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme or instrument under which the charge is proposed to be made :

(2) A sufficient description, by reference to a plan or otherwise, of the land which will be affected by the charge ;

(3) The date of registration of the charge.

4. *Entries in Part II of the Register.*]—Every entry in Part II of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme or instrument under which the charge is made ;

(2) A sufficient description, by reference to a plan or otherwise, of the land which is affected by the charge ;

(3) The date of the charge ;

(4) The date of registration of the charge ;

(5) The amount of the charge or, where interest is payable, the amount of the original charge and the rate of interest thereon ;

(6) The name, address and description of the estate owner whose land is affected ;

Provided that where the local authority has no means, without incurring unreasonable expense, of ascertaining the name of the person whose land is affected, the particulars referred to in paragraph (6) may be omitted.

5. *Entries in Part III of the Register where Scheme is not in operation.*]—Where a resolution to prepare or adopt a town planning scheme has been passed by a local authority and has where necessary, been approved or authorised by the Minister but the scheme is not in operation, Part III of the register shall contain :—

(1) A certified copy of the resolution to prepare or adopt the scheme and of the Minister's approval or authority, if any ;

(2) A copy of any special or general order for the time being affecting land included in the resolution which may have been made by the Minister under section 4 of the Town Planning Act, 1925, (*a*) or under any statute amending that section.

(3) Notice of the place at which any map, or any statement or draft of any proposed provisions of the scheme referred to in the resolution, approval, authority, or order (or a certified copy of such portion of the same as relates to the district of the authority in whose register the entry is made) may be inspected.

6. *Entries in Part III of the Register where Scheme is in operation.*]—Where a town planning scheme is in operation, Part III of the register shall contain :—

(1) A certified copy of the scheme ;

(2) Notice of the place at which any map, referred to in the scheme, or a certified copy of such portion of the map as relates to the district of the authority in whose register the entry is made, and any orders, consents, approvals or agreements made, given, or entered into under or by virtue of the scheme by the responsible authority under the scheme and relating to the said district, may be inspected.

7. *Entries in Part IV of the Register.*]—Every entry in Part IV of the register shall contain :—

(1) A reference to the statute, order, scheme or instrument under which the prohibition or restriction is enforceable sufficient to show the effect of the prohibition or restriction, and to enable the provision under which the prohibition or restriction is imposed to be identified ;

(2) Notice of the place at which any document referred to in the preceding paragraph other than a public general statute, may be inspected ;

(3) A sufficient description, by reference to a plan or otherwise, of the land affected by the prohibition or restriction.

(*a*) 15 G. 5, c. 22.

(*a*) 15 G. 5, c. 16.

(To be continued).

Legal News.

Information Required.

WILL.—If anyone holds or has seen the Will of the late W. C. WEBSTER, of Southend and Walworth, will they please communicate with C. Webster, 33 Oldney Street, Walworth, London, S.E.

Re JAMES MACKIE, DECEASED.—Anyone having possession of, or information concerning, a will of the late Mr. James Mackie, of "Eagles Cliff," Snowdon-road, Bournemouth, is requested to communicate at once with W. J. Perkins, Solicitor, Guildford.

Business Announcements.

MESSRS. LOVELL & WHITE, of Nos. 4 and 5, Thavies Inn, E.C.1, solicitors, have taken into partnership Mr. C. F. KING, formerly a member of the firm of Messrs. George C. Carter and Co., of No. 3, Arundel-street, Strand, and Kingston-on-Thames. The firm will from the 1st January, 1926, be known as Messrs. Lovell, White & King, and the address will be 4 and 5, Thavies Inn, E.C.1.

Sir T. Cato Worsfold, Bt., M.A., LL.D., J.P., D.L., the sole representative of Messrs. Wainwright & Co., of 9, Staple Inn, London, W.C.1, has taken into partnership Mr. C. Eliot Morier, M.A., LL.B. (Cantab.), who has been associated with him professionally for some time past. The practice will be carried on as hitherto under the name of "Wainwright & Co.," at 9, Staple Inn, W.C.1, and also at 26, Clifton-road, Maida Vale, W.9.

Appointments.

The King, on the recommendation of The Home Secretary, has appointed Mr. WILLIAM HAROLD STOWE OULTON to be a Metropolitan Police Court Magistrate to fill the vacancy caused by the death of Mr. Samuel Fleming.

The Lord Chancellor has appointed THOMAS EDMETT HAYDON, Esq., K.C., to be the Judge of the County Courts on Circuit 20 (Leicestershire, etc.) in the place of His Honour Judge Dobb, who has been appointed Judge of the Birmingham County Court.

Winter Assizes.

DAYS AND PLACES.

The days and places appointed for holding the Winter Assizes are set out as follows in the *London Gazette*:—

WESTERN CIRCUIT.—(Mr. Justice Avory and Mr. Justice Talbot).—18th January, Devizes; 22nd January, Dorchester; 27th January, Taunton; 1st February, Bodmin; 8th February, Exeter; 15th February, Bristol; 20th February, Winchester.

SOUTH-EASTERN CIRCUIT (first portion).—(Mr. Justice Rowlatt).—13th January, Huntingdon; 15th January, Cambridge; 21st January, Ipswich; 27th January, Norwich; 3rd February, Chelmsford.

OXFORD CIRCUIT.—(Mr. Justice Sankey and Mr. Justice Greer).—14th January, Reading; 21st January, Oxford; 25th January, Worcester; 30th January, Gloucester; 6th February, Monmouth; 13th February, Hereford; 18th February, Shrewsbury; 23rd February, Stafford.

MIDLAND CIRCUIT.—(Mr. Justice Shearman and Mr. Justice Finlay).—12th January, Aylesbury; 16th January, Bedford; 20th January, Northampton; 25th January, Leicester; 1st February, Oakham; 2nd February, Lincoln; 9th February, Nottingham; 13th February, Derby; 6th March, Warwick; 11th March, Birmingham.

NORTHERN CIRCUIT.—(Mr. Justice Swift and Mr. Justice Wright).—15th January, Carlisle; 19th January, Lancaster; 25th January, Liverpool; 15th February, Manchester.

LAW OF PROPERTY ACTS.

The City of London Solicitors' Company have arranged for Mr. F. C. Wainwright of the Chancery Bar to meet the members of the Company and their clerks at The Carpenter's Hall, London Wall, on three successive Wednesdays in January, viz., the 6th, 13th and 20th, at 6 p.m., for the purpose of discussing matters of practical importance in connexion with the new Law of Property Acts, and in particular matters requiring early attention in the New Year.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 7th January, 1926.

	Middle Price. 30th Dec.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	54⅞	4 11 0	—
War Loan 5% 1929-47	100 7/16	4 19 6	4 18 6
War Loan 4½% 1925-47	94¼	4 15 0	4 18 0
War Loan 4% (Tax free) 1929-47	100¼	4 0 0	4 0 0
War Loan 3½% 1st March 1928	97⅝	3 12 6	4 19 0
Funding 4% Loan 1960-90	85⅝	4 13 6	4 15 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93	4 6 0	4 8 6
Conversion 4½% Loan 1940-44	95⅝	4 14 6	4 17 0
Conversion 3½% Loan 1961	75½	4 13 0	—
Local Loans 3% Stock 1921 or after	63½	4 15 0	—
Bank Stock	249	4 16 6	—
India 4½% 1950-55	88	5 2 0	5 6 0
India 3½%	66⅜	5 5 0	—
India 3%	57½	5 4 6	—
Sudan 4½% 1939-73	94¼	4 15 6	4 17 6
Sudan 4% 1974	86	4 13 0	4 17 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	80½	3 15 6	4 11 0
Colonial Securities.			
Canada 3% 1938	82½	3 13 0	4 18 0
Cape of Good Hope 4% 1916-36	91½	4 7 6	4 19 6
Cape of Good Hope 3½% 1929-49	78⅜	4 9 0	5 1 0
Commonwealth of Australia 5% 1945-75	100¾	4 19 0	4 19 0
Gold Coast 4½% 1956	92⅝	4 19 0	4 19 0
Jamaica 4½% 1941-71	93½	4 16 6	4 17 0
Natal 4% 1937	91½	4 7 6	4 19 0
New South Wales 4½% 1935-45	91¼	4 18 6	5 3 6
New South Wales 4% 1945-65	99⅜	5 0 6	5 1 6
New Zealand 4½% 1945	95¼	4 16 0	4 19 6
New Zealand 4% 1929	96	4 3 6	5 1 0
Queensland 3½% 1945	76½	4 11 6	5 8 6
South Africa 4% 1943-63	87	4 12 0	4 16 0
S. Australia 3½% 1926-36	84	4 3 6	5 9 0
Tasmania 3½% 1920-40	83	4 4 0	5 2 0
Victoria 4% 1940-60	84	4 15 6	4 19 0
W. Australia 4½% 1935-65	91½	4 19 0	4 19 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63	4 15 0	—
Bristol 3½% 1925-65	74½xd	4 14 0	5 0 0
Cardiff 3½% 1935	87	4 0 6	5 2 6
Croydon 3% 1940-60	68	4 8 0	5 1 6
Glasgow 2½% 1925-40	76¼	3 5 9	4 11 0
Hull 3½% 1925-55	77¼	4 10 0	4 19 0
Liverpool 3½% on or after 1942 at option of Corpn.	73½	4 15 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52½	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4 16 6	—
Manchester 3% on or after 1941	63½	4 14 0	—
Metropolitan Water Board 3% 'A' 1963-2003	63¾	4 14 0	4 14 6
Metropolitan Water Board 3% 'B' 1934-2003	63½	4 15 0	4 17 0
Middlesex C.C. 3½% 1927-47	81½	4 6 0	4 19 6
Newcastle 3½% irredeemable	74½	4 14 0	—
Nottingham 3% irredeemable	62½	4 16 6	—
Plymouth 3% 1920-60	68	4 8 0	4 19 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	82½	4 17 6	—
Gt. Western Rly. 5% Rent Charge	99½	5 0 6	—
Gt. Western Rly. 5% Preference	94	5 6 6	—
L. North Eastern Rly. 4% Debenture	77	5 4 0	—
L. North Eastern Rly. 4% Guaranteed	75½	5 6 0	—
L. North Eastern Rly. 4% 1st Preference	67⅜	5 18 0	—
L. Mid. & Scot. Rly. 4% Debenture	80¾	4 19 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	79	5 1 6	—
L. Mid. & Scot. Rly. 4% Preference	73	5 9 6	—
Southern Railway 4% Debenture	81	4 19 0	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	92	5 9 0	—